



पूर्वांचल विद्युत वितरण निगम लि०
विद्युत नगर, पोस्ट- बी० एल० डब्ल्यू०
वाराणसी-221004

पूर्वांचल विद्युत वितरण निगम अधीनस्थ अभियन्ता (मण्डल), बी०एल०डब्ल्यू०, विद्युत नगर, वाराणसी	
ई-निविदा सूचना : EAV- 25/2026-27 दिनांक : 21.05.2026	
कार्य का नाम: पूर्वांचल विद्युत वितरण निगम लि०, वाराणसी के अन्तर्गत 05 से 09 कि०मी० मार वाले विद्युत उपभोगताओं की खोर टू खोर एम०आर०आई० आधारित बिलिंग, एम०आर०आई० काटा का विरलेपण एवं विद्युत बिल वितरण का कार्य।	
ई- निविदा प्रपत्र शुल्क : ₹० 11,800 (जी०एस०टी० सहित)	धरोहर राशि : ₹० 12.60 लाख
ई- निविदा की अंतिम तिथि : 04 जून 2026, 15:00 बजे	
विस्तृत जानकारी एवं प्रपत्र वेबसाइट https://etender.up.nic.in पर उपलब्ध है। अद्यतन समस्त सूचनाएं वेबसाइट पर ही प्रदर्शित की जाएगी।	


SUPERINTENDING ENGINEER (COM.)
Purvanchal Vidyut Vitran Nigam Limited
Vidyut Nagar, P.O.-B.L.W., Varanasi



Purvanchal Vidyut Vitaran Nigam Limited
Vidyut Nagar, P.O. – BLW
Varanasi-221 004

Purvanchal Vidyut Vitaran Nigam Superintending Engineer (Commercial), Vidyut Nagar, BLW, Varanasi	
e-Tender Notice- EAV- 25/2026-27 Date : 21.05.2026	
Development of MRI based Billing System for 3 kW to 9 Consumers in PuVVNL, Discom." Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL /Discom, MRI Analysis, Exceptions Reporting, Bill Generation, and Delivering the Bills in soft and hard copies to consumers.	
e-Tender Fee : Rs 11,800 (With GST)	EMD :Rs 12.60 Lakh
Last date & Time for submission of tender document : 04.06.2026 15:00 hrs.	
"Detailed information and tender documents are available on the website https://ctender.up.nic.in . All further notices/information shall be displayed only on the website."	


SUPERINTENDING ENGINEER (COM.)
Purvanchal Vidyut Vitaran Nigam Limited
Vidyut Nagar, P.O.-B.L.W., Varanasi

PURVANCHAL VIDYUT VITARAN NIGAM LIMITED

A subsidiary of

UTTAR PRADESH POWER CORPORATION LIMITED

TENDER NO. EAV-25/2026-27

REQUEST FOR PROPOSAL (RFP)

FOR

ENGAGEMENT OF AGENCY

FOR

“Development of MRI based Billing System for 5 kW to 9 kW (excluding PTW consumers) Consumers in PuVVNL, Discom.”
[Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, Exceptions Reporting, Bill Generation, and Delivering the Bills in soft and hard copies to consumers]

[AZAMGARH, BASTI, GORAKHPUR-I, GORAKHPUR-II, MIRZAPUR, PRAYAGRAJ-I, PRAYAGRAJ-II, VARANASI-I, VARANASI-II ZONES] of PuVVNL, Varanasi.

Superintending Engineer (Commercial),

Office of the Managing Director, PUVVNL

Address: Vidyut Bhawan, Vidyut Nagar, P.O- BLW, Varanasi- 221004.

Table of Contents

Table of Contents	2
1 Notice Inviting Bid.....	5
2 Disclaimer	6
3 Abbreviations &Definitions	7
4 Interpretation	9
5 Introduction.....	10
6 Bid Information Sheet	11
7 Pre-Qualification Requirement for the Bidders	13
7.1 Financial Eligibility Criteria.....	13
7.2 Technical Eligibility Criteria.....	13
8 SCOPE OF WORK.....	15
8.1 MRI downloading, bill printing & distribution of electricity bill.....	15
8.2 Cloud storage based web-portal/Mobile app:.....	21
8.3 Cross Checking of Meter MRI Reader Works.....	26
8.4 Delivery Schedule.....	27
9 Manpower Deployment	28
10 Other Conditions	29
11 Timelines.....	30
12 General & Specific Requirements of the Bid.....	31
12.1 Clarification on RFP.....	31
12.2 Site Visits.....	31
12.3 Pre-bid Meeting.....	31
12.4 Amendments to RFP.....	31
12.5 Deviation from RFP	32
12.6 Documents Comprising the Bid	32
12.7 E-Tendering Instructions	33
12.8 Submission of Bids.....	36
12.9 Bid Validity.....	36
12.10 Earnest Money Deposit.....	36
12.11 Modification or Withdrawal of Bid.....	37
12.12 Bid Opening and Evaluation	37
13 Technical and Financial Evaluation of Bid& Award of Contract	37
13.1 Part 1: Technical Evaluation	37

13.2	Part 2: Financial Evaluation	37
13.3	Clarification of Bids Submitted.....	38
13.4	Award of Contract	38
13.5	Signing of Agreement	38
13.6	Performance Security	39
13.7	<i>General</i>	39
13.8	Quantity Variation	40
13.9	Contract Period	40
13.10	Termination, Debarment and blacklisting	40
13.11	Conflict of Interest.....	42
14	Payment of Invoices, and Penalties.....	42
14.1	Payment of Invoices	42
14.2	<i>Penalties</i>	43
15	Special Conditions of Contract.....	45
15.1	Special Conditions of the Tender	45
15.2	Rules and Regulations	45
15.3	<i>Insurance</i>	46
15.4	Notification and Announcements	46
15.5	Maintenance of Facilities and Personnel.....	46
15.6	Agency's Rights.....	47
15.7	<i>Monitoring</i>	47
15.8	Contract Agreement	47
15.9	Closure of the contract.....	47
15.10	Modification of Area	47
15.11	Fall Back Arrangement.....	47
15.12	Handing Over on Termination.....	48
15.13	<i>Assignment</i>	48
15.14	Governing Laws and Jurisdiction.....	48
15.15	Settlement of Disputes.....	48
15.16	Force Majeure Definition	50
15.17	Effect of Force Majeure.....	50
15.18	Conduct of Agency's Staff	51
15.19	Confidential Information	51
15.20	Liability / Indemnity.....	52
15.21	Limitation of Liability	53
15.22	Defence of Claims.....	53
15.23	Change in Laws and Regulations.....	54
15.24	<i>Waiver</i>	54

15.25	Severability.....	54
15.26	Notices	54
15.27	Sub-Contracting	55
15.28	Change Orders and Contract Amendments.....	55
15.29	Extensions of Time	55
15.30	Public Disclosure.....	55
15.31	Negligence.....	55
15.32	Lien.....	56
16	Offer for Engagement of Agency	57
16.1	Part-1: Pre- Qualification Details & Guaranteed Particulars.....	57
17	Part-2: Financial Offer	60
17.1	Price Bid	60
Annexure-1.....	61	
ANNEXURE –2.....	62	
BID FORM.....	62	
ANNEXURE – 3.....	63	
BIDDER’S DETAILS	63	
ANNEXURE – 4.....	64	
EMD e-BANK GUARANTEE	64	
ANNEXURE – 5.....	66	
PROFORMA OF CONTRACT CUM PERFORMANCE e-BANK GUARANTEE	66	
ANNEXURE – 6.....	68	
NO DEVIATION DECLARATION	68	
ANNEXURE – 7.....	69	
BIDDER’S COMMUNICATION DETAILS	69	
ANNEXURE – 8.....	70	
Declaration.....	70	
ANNEXURE – 9.....	71	
Form of the Agreement	71	
Annexure- 10.....	73	
Annexure- 11.....	74	
Annexure-12.....	76	
Annexure- 13.....	77	
Annexure- 14.....	78	
Annexure- 15.....	80	
Annexure- 16.....	83	
Annexure- 17.....	86	
Annexure- 18.....	90	

1 Notice Inviting Bid

Notice Inviting Bid

Tender No: EAV-25/2026-27 Dated:21-05-2026

Purvanchal Vidyut Vitran Nigam Limited (hereinafter referred to as PuVVNL), a subsidiary of Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) invites Bids from the Bidders to participate through this Request for Proposal (RFP) for Development of door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, bill generation, and delivering the bills in soft and hard copies to consumers for 5 kW to 9 kW (excluding PTW consumers) Consumers in PuVVNL.

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender cost, EMD and all requisite documents complete in all respects on or before 04.06.2026 upto 15:00 Hours online on <https://etender.up.nic.in>. Bid proposals received without the prescribed Tender cost, Bid Security (EMD) shall be rejected. If in the event of any date indicated above is declared as Holiday, the next working day shall be treated as the relevant date for the purposes of that activity indicated herein.

Pre-Bid shall be conducted at PuVVNL Head Quarter on 26.05.2026,15:00 hrs.

Technical Bid will be opened on 05.06.2026 at 13:00 hrs online.

RFP which includes eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from PuVVNL's website <https://puvvn.in> and can be downloaded from <https://etender.up.nic.in> for online submission.

2 Disclaimer

1. Though adequate care has been taken while preparing the RFP document (inclusive of Schedules and Annexures), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation regarding any discrepancy in the bid documents shall be provided to this office immediately. If no intimation is received from prospective Bidders on or before pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and bidders fully understand the Scope of Work detailed in the RFP/Bidding documents.
2. PuVVNL further reserves the right to modify, amend or supplement RFP documents including all schedules and annexures at any time before Bid submission deadline. Interested Bidders are advised to follow and keep track of PuVVNL's website for updated information. PuVVNL is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. PuVVNL shall not be responsible and accountable for any consequences to prospective bidders due to their negligence.
3. While this RFP has been prepared in good faith, neither PuVVNL nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

3 Abbreviations & Definitions

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

Term	Definition
Act	“Act” means Electricity Act, 2003 and the provisions of the Uttar Pradesh Electricity Reforms Act 1999 (UP Act, 24 of 1999) to the extent not in consistent with the Electricity Act, 2003.
Agency	shall mean the Firm/Company or organization whose bids have been considered by PuVVNL and an agreement entered into with and includes his legal representative(s) or successor(s).
Agreement	shall mean the agreement / contract entered into between PuVVNL on one part and the agency setting out the terms and conditions for door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, bill generation, and delivering the bills in soft and hard copies to consumers as per this RFP, executed upon receiving the Letter of Intent for award of contract from PuVVNL for implementation of the Project.
Area	shall mean the proposed area of activities within the Discom’s as mentioned in Annexure- 1of this document.
App	Bidder will have to create and maintain secure mobile app for the officers of PuVVNL for monitoring the status of MRI, billing, MRI analysis including load survey, tamper, demand and consumption history etc. as per availability of historical data.
Bid(s)	The bid submitted by the Bidder(s) in response to this RFP
Bill Generation	shall mean all the activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Bill Distribution	shall mean all the activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Consumer	“Consumer” means any person who is supplied with electricity for his own use by a Licensee, and includes a person whose supply has been disconnected for the time being; or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a Licensee, the Government or such other person, as the case may be.
Zone	Area of the Discom is comprising of 09 different Distribution Zones. Name of these are AZAMGARH, BASTI, GORAKHPUR-I, GORAKHPUR-II, MIRZAPUR, PRAYAGRAJ-I, PRAYAGRAJ-II, VARANASI-I, VARANASI-II ZONES.
Date of Billing	The agency will commence billing activity as per scope of work in this RFP as per the timelines indicated in the LOI/Agreement.

Discom/PUVVNL	“Discom/PuVVNL” means a person who has been granted license under the UP Electricity Reforms Act, 1999 read with provisions of the Electricity Act, 2003 granted by the Hon’ble UPERC.
Employee	shall mean the employee of the agency deployed for carrying out activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
LOI	Shall mean “Letter of Intent”
LOA	Shall mean “Letter of Award”
Meter Reading	shall mean all related activities mentioned under ‘Scope of Work’ and “Technical Specification” of this document
Monthly Billing Cycle	A month shall mean a Calendar month of a year. Monthly Billing Cycle shall refer to activities as defined in scope of work of this RFP to be carried out by the agency during the period of particular month.
RAPDRP	Restructured Accelerated Power Development and Reforms Programme (R-APDRP). Under this RFP, it pertains to area covered under City & Towns
RAPDRP Areas/Towns	The Areas/towns, which are covered under the RAPDRP Scheme of the Central Government.
NON-RAPDRP Area	The areas which are not covered under the RAPDRP Scheme of the Central Government.
Officer	shall mean an officer nominated by the Discom to deal on its behalf with the agency
Report(s)	Reports as are required to be submitted by the Agency in accordance to the provisions of RFP documents.
Specified Consumers	shall mean consumers under different tariff categories as specified by the Hon’ble U.P. Electricity Regulatory Commission and applicable to consumers with load between 5 kW to 9 kW (excluding PTW consumers).
SLA	Shall mean Service Level Agreement as defined in Annexure-14
UPERC	shall mean Uttar Pradesh Electricity Regulatory Commission
UPPCL	shall mean Uttar Pradesh Power Corporation Ltd.
EC	Estimated Cost of the project

4 Interpretation

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. Time of day indicated in the bid document shall be the Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any difference between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

5 Introduction

- i. UPPCL is the holding company for five Discoms namely Purvanchal Vidyut Vitaran Nigam Limited (PUVVNL), Madhyanchal Vitaran Nigam Limited (MVVNL), Dakshinanchal Vidyut Vitaran Nigam Limited (DVVNL), Pashchimanchal Vidyut Vitaran Limited (PVVNL) and Kanpur Electricity Supply Company (KESCO). PuVVNL accordingly is one of the subsidiaries of UPPCL.
- ii. PuVVNL intends to engage a competent and professional billing firm (herein after referred to as “Agency” or “Agencies”) through competitive bidding process, for Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, Exceptions Reporting, Bill Generation, and Delivering the Bills in soft and hard copies to consumers of 5 to 09 kW load under PuVVNL.
- iii. The bids are invited by PuVVNL for the consumers having **Sanctioned load of 5 to 09 kW** (Excluding PTW consumers) in following zones as per details below:-

Discom	Zones	No. of Consumers
PuVVNL	AZAMGARH ZONE	9009
	BASTI ZONE	3701
	GORAKHPUR ZONE 1	11359
	GORAKHPUR ZONE 2	4152
	MIRZAPUR ZONE	4876
	PRAYAGRAJ ZONE 1	16870
	PRAYAGRAJ ZONE 2	5745
	VARANASI ZONE 1	30587
	VARANASI ZONE 2	8119
	PUVVNL Total	94418

- i. The Agency shall be engaged for a period of one year from the date as may be specified in the Agreement, which may be extended for a maximum period of one years the same terms & conditions subject to consent of each party and as per the requirement of PuVVNL.
- ii. It may be noted that under the Revamped Distribution Sector Scheme (RDSS) - launched by Ministry of Power, prepaid / prepaid smart meters are to be installed in the State of Uttar Pradesh. The scheme will be implemented across the State of Uttar Pradesh under different DISCOMs and prepaid / prepaid smart meters will be installed on the premise of all the consumers. As per the scheme, the target for installation of 100% prepaid meters is March-27. This may result in reduced quantum of work/efforts / manpower required by the agency for billing of the consumers. Accordingly, the work area and quantity of work may vary during the tenure of contract, which shall be appropriately communicated to the Agency. As installation of Smart Meters is undergoing, therefore number of MRIs per month will be gradually reduced and if all Smart Meters installed within contract period, the contract will be short closed.
- iii. The intent of this RFP is to increase the revenue collection by making the system of billing as transparent and robust as possible. It is also the endeavor to make maximum use of the advanced digital technology currently available.

6 Bid Information Sheet

Tender No. EAV-25/2026-27 Dated:19-05-2026

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> • PURVANCHAL Vidyut Vitran Nigam Limited • Address: Vidyut Bhawan, Vidyut Nagar, P.O- BLW, Varanasi- 221004
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> • Name: Er Sandeep Kumar • Designation: Superintending Engineer (Commercial) • Address: Vidyut Bhawan, Vidyut Nagar, P.O- BLW, Varanasi- 221004 • Email: se.i.commercial@puvvnl.in
Subject Matter of Procurement	Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, exceptions reporting bill generation, and delivering the bills in soft and hard copies to consumers under PuVVNL.
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at https://etender.up.nic.in
Bid Evaluation Criteria (Selection Method)	Technically qualified L1 bidder will be awarded the contract as per Clause 13 of this RFP
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> • Websites: https://etender.up.nic.in • Tender Cost: Rs. 11800/- (Including GST) through Bank Transfer in favour of Administrative Officer for Managing Director, PuVVNL” payable at “Varanasi”. OR NEFT to Account No 10852134429 (State Bank of India) IFSC CODE-SBIN0001868, Branch Name- DLW, Varanasi ,UTR details of online transfer must be uploaded. Copy to be forwarded.
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> • The bidder who is bidding is required to submit EMD of Rs. 12,60,000/-(Rupees Twelve Lacs Sixty thousand only). • Mode of Payment: RTGS/Banker's Cheque or Demand Draft/FDR or any such Bank instruments of a Scheduled Bank in favour of “Administrative Officer for Managing Director, PuVVNL” payable at “Varanasi”. OR NEFT to Account No 10852134429 (State Bank of India) IFSC CODE-SBIN0001868,Branch Name- BLW, Varanasi. • <i>The EMD can also be submitted by way of a Bank Guarantee of the like amount as per format given in Annexure-04</i> • In case of RTGS, a receipt must be uploaded along with the bid. <i>Original BG must be submitted at office of POIC as above in case EMD is submitted in the form of BG prior to final date & time of uploading of bid.</i> • EMD and tender cost for micro & small firms registered under

	MSME shall be exempted as per the UPPCL OM No. 1499-work/14-PCL/2021-29-K/1983 Dt. 13.09.2021.
Period of Sale of E-Bidding Document (Start/ End Date)	Start date and Time-21.05.2026 up to 13:00 Hrs End Date and Time: 04-06-2026 up to 15:00 Hrs
Pre-Bid Meeting	<ul style="list-style-type: none"> • Only the agencies who have purchased the Tender Document can participate in the Pre-bid meeting. • Venue: Meeting Hall, PuVVNL Vidyut Bhawan, Vidyut Nagar, P.O-BLW, Varanasi. • 26-05-2026, 15:00 Hrs. • Email: se.i.commercial@puvvnl.in <p>The Comments and suggestions in writing should be submitted by the Bidders on or before the Pre-Bid Meeting.</p>
Manner, Start/ End Date/Time for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at E-Tender websitehttps://etender.up.nic.in <p>Bid uploading start date: 21-05-2026/13:00 Hrs. Bid uploading end date 04-06-2026/15:00 Hrs</p>
Submission date for Tender Cost & Bid Security	04-06-2026 up to 15:00Hrs
Date/ Time/ E-Opening of Technical Bid	Date: 05-06-2026 up to 13:00 Hrs
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> • Will be intimated to the bidders who have been declared technically successful based on techno-commercial evaluation.
Bid Validity	180 days from the bid submission deadline
Note:	<ul style="list-style-type: none"> • The above schedule is tentative. PuVVNL reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. • Further PuVVNL reserves the right to hold, in its sole and absolute discretion, more than one pre-bid conference with the Bidders and in such an event the above schedule shall stand modified and amended to that extent

7 Pre-Qualification Requirement for the Bidders

- a. Bidders fulfilling the pre-qualification conditions (techno-commercial) shall only be considered as qualified for opening of part 2 of bid (financial part).
- b. Bids of the bidders not fulfilling the eligibility/ pre-qualification (techno-commercial) conditions shall accordingly be summarily rejected.

The bidder should meet the following financial and technical criteria:

7.1 Financial Eligibility Criteria

- 7.1.1 The Net Worth of the Bidder shall be positive as per records available in the audited balance sheet submitted for the last financial year i.e. FY 2025-26. (Net Worth shall mean Paid up Share Capital plus Share/Securities Premium plus Reserves & Surplus (excluding revaluation reserves) minus miscellaneous expenditure to the extent not adjusted or written off minus Debit Balance of Profit & Loss A/C.)
- 7.1.2 The Minimum Average Annual Turn-over (**MAAT**) of the Bidder in the best three financial years (FYs) out of last five FYs should not be less Rs. 12.60 Crore. CA certificate with UDIN along with the audited and certified balance sheet shall be enclosed in support of above, failing which the bid shall not be considered.
- 7.1.3 Bidder should have minimum turnover of Rs. 10.08 Cr from the work of MRI based billing in any one of the last three financial years. Bidder is required to submit a separate Certificate issued by CA with UDIN mentioning the turnover from MRI based billing.
- 7.1.4 Solvency:- The bidder should have minimum solvency of Rs. 3.15 Cr. (25% of the estimated cost of work) or credit facility for the same from nationalized/ scheduled bank of last ending month.
(Certificate from Bank must be attached clearly specifying fund-based credit facility and unutilized limit)
- 7.1.5 The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local Bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.

7.2 Technical Eligibility Criteria

- 7.2.1 The Bidder should be an established, reputed and experienced firm under the Indian Companies Act, 1956/2013, or the Limited Liability Partnership Act 2008 with their registered offices in India. (Certificate of incorporation is to be submitted by the bidder)
- 7.2.2 The bidder should have experience of successfully executing MRI based billing related work in any Government/Government undertaking/power distribution utility company during the last three financial years reckoned from the last date of sale of bid document, of value not less than that specified below: -
Three completed works worth not less than Rs. 5.04 Cr. (40% of the estimated cost of work)
OR
Two completed works worth not less than Rs. 6.30 Cr. (50% of the estimated cost of work)
OR
One completed work worth not less than Rs. 10.08 Cr. (80% of the estimated cost of work).
The bidder shall have to submit copy of order/LOI agreement for work experience and related experience certificate along with the tender documents.
- 7.2.3 The bidder must have experience of satisfactory completion of MRI based billing related

work for at least 60,000 no. of consumer's main meters on monthly basis for at least two years during the last three financial years in any one of Government/Government undertaking/power distribution utility company. The bidder shall have to submit copy of order/LOI/agreement for work experience and related experience certificate along with the tender documents clearly showing the value of completed orders.

- 7.2.4 In case the bidder is an electricity distribution licensee or franchisee or a deemed franchisee, a self-certification of similar nature and quantum of work will be acceptable as proof of pre-qualification.
- 7.2.5 The bidder must have staff strength of minimum 350 persons for carrying out the work of MRI reading and bill distribution. The list of staff along with their names, address, qualification, mobile number, Adhar number etc. must be enclosed and shall be signed and verified by the Chartered Accountant with the necessary UDIN.
- 7.2.6 Minimum 400 Nos. of CMRI instruments having purchase date not before 5 years from the date of publishing the bid shall be available with the bidder. The bidder is required to provide proof of the same such as serial number and make, purchase invoice/ delivery challan of CMRI. CA Certificate with UDIN for the same shall have to submit with the bid documents. CMRI machine shall not be provided by the PUVVNL.
- 7.2.7 Bidder should have minimum ISO 9001:2008 for quality, system ISO 27001:2003 for information security and ISO/IEC 20000-1:2011 for IT service. Certificate for the same shall have to submit with the bid documents on or before the Date of Notice inviting Tender.
- 7.2.8 The bidder should be registered in ESI /EPF / W.C./ labour department as applicable for engaging operators for MRI billing and MRI data analysis & other related computer works and shall enclose a certificate to that effect compulsorily with the offer.
- 7.2.9 Subletting of contract is not allowed. Joint venture or consortium shall not be accepted in the bidding. Undertaking for the same shall have to submit with the bid documents.
- 7.2.10 Bidder is required to submit a copy of its PAN and a copy of its registration of G.S.T.
- 7.2.11 Bidder should have CMMI (Capability Maturity Model Integration) minimum Level 3 certification on or before the Date of Notice inviting Tender .
- 7.2.12 Any bidder, who is debarred/blacklisted by any of the subsidiaries/group companies of UPPCL / any Public Sector undertaking / Govt. Department belonging to Government of India or any State Government as on the date of submission of bid shall not be considered eligible. The bidder should submit an undertaking in the format attached that it has not been debarred/blacklisted by any entity of UPPCL/any Public Sector undertaking or any

Govt. Department belonging to Government of India or any State Government as on the date of submission of bid.

- 7.2.13 Bidder should have web-based software hosted on MEITY (Ministry of Electronics and Information Technology) approved cloud server for storage of MRI data and hosting of application software for analysis of MRI data. Bidder shall provide the MAF (Manufacturer Authorization Form) from the cloud service provider (CSP). Proof for the same shall have to submit with the bid documents.
- 7.2.14 In absence of above mentioned duly certified documents the price bid part II of the bidder may not be considered for opening.

8 SCOPE OF WORK

8.1 MRI downloading, bill printing & distribution of electricity bill

- 8.1.1 At present Revenue Management System (RMS) billing software is being utilized for generating the bills of consumers as per the latest tariff and distribution code. The agency accordingly is required to ensure transfer of MRI data in a compatible format to the billing software of all areas and in future to the modified billing system, if any.
- 8.1.2 UPPCL/PuVVNL has developed its own billing software system for preparation of bills. The agency shall be given access to PuVVNL's system in respective Test division for feeding of site MRI or manual meter reading which is supported with time and date stamped photograph of meter. The agency shall be responsible for making itself aware of PuVVNL's system. It can visit any of the PuVVNL's Test divisions for this prior to quoting of rates.
- 8.1.3 Under the present scope of work, MRI based billing using CMRI of all consumers with sanctioned load between 5 kW to 9 KW under different tariff categories (excluding PTW consumers) is proposed to be taken up.
- 8.1.4 Under the area allotted to a particular agency, some consumers may have GSM/GPRS modems/smart Meter installed, and readings taken using the AMR/Smart Meter software available with PuVVNL. Accordingly, all such consumers shall remain out of the ambit of present scope of work under this tender.
- 8.1.5 The agency shall conduct an initial survey to verify the details of all consumers with load 5 to 9 KW such as meter make & serial number and also report all exceptions such as cases where MRI is not possible, meter defective, meter not installed, meter inside premises etc. Capturing meter operational status, consumer particulars including mobile number and E mail, geo-tagged images, GPS coordinates (Long-Lat), consumer location mapping on GIS platform & Tagging with DT/Feeder/Substation by deploying GIS survey team and asset mapping by capturing meter make, model, serial number and associated assets double pole, distribution Transformer. Any discrepancies found shall be highlighted and notified to concerned officers immediately. No separate payment shall be made to the agency for this activity.

- 8.1.6 It shall be the responsibility of the agency to secure and seamlessly dump the MRI downloaded (Raw data) into their cloud system and also provide the MRI raw data files to test division and thereafter upload it in a compatible format into the concerned billing software of UPPCL.
- 8.1.7 The agency shall download the data from the meter through CMRI/Mobile Android Application in the designated systems only on daily basis. Meter data should not be downloaded / dumped / copied in other systems without the written permission of PuVVNL by the agency. The agency shall set up his own office near respective Test Division for this work.
- 8.1.8 The agency will follow monthly/weekly/daily schedule for meters to be downloaded provided by PuVVNL to complete the downloading of meter's MRI within first 15 days of each Month. Meter's MRI data analysis of the downloaded meters to be completed every month and within the same month.-The agency will analyze only one-third of downloaded meters each month in such a way that all meters can be analyzed within each quarter.
- 8.1.9 Full data is to be downloaded complete in all the respects e.g. Complete billing and load survey data to be downloaded as per the instructions of PuVVNL for 45 days or more as per the meter specification or as instructed by concerned EE(Test/distribution) by the agency.
- 8.1.10 Formats and downloaded data to be submitted to the concerned EE(Test/ Distribution) of PuVVNL within 24 hours on cloud storage /in pen drive / DVD or through Email by the agency.
- 8.1.11 The agency shall maintain the downloaded data and the downloading activity details and other relevant details pertaining to the activities carried out w.r.t. the contract in soft as per the format provided by PuVVNL. The agency shall provide the access to the data downloaded and any other data/ MIS maintained by the agency to the PuVVNL officers authorized by PuVVNL.
- 8.1.12 100% Billing and electricity bill distribution through E-mail/SMS/Whatsapp (MRI + non-MRI + Exceptional Cases Reported) of actual billable consumers should be done every month. Physical distribution of bills, as per the quantities specified in the BOQ, shall be carried out with geotagged, timestamped photographic verification, which must be accessible on the dashboard provided by the agency.
- 8.1.13 In case, for a particular consumer, the agency is not able to download the MRI then manual reading has to be taken for bill generation purpose. Status of meter installed at premises whether inside or outside for all consumers should also be reported by the agency and updated in consumer's master database maintained at the cloud. It is significant to note that manual reading is offered only as a last resort to handle unusual cases. Manual punching should be avoided as far as possible. The percentage of manual reading should not be more than 2 percent after initial period of 1 month.
- 8.1.14 The agency shall deliver the soft copy of the bill to consumers immediately after the bill generation through whatsapp/e-mail/sms etc. Period between bill generation and physical Bill delivery at the doorstep of the consumers should not be more than 72 hours. Soft copies of the bills will be made available to distribution division and concerned consumer by the agency.
- 8.1.15 Acknowledgement has to be taken while delivering the bill in the form of signature

from the recipient / representative at site by the agency. Name of the Bill recipient, relation with the registered consumer, mobile number, e-mail, whatsapp number shall be captured at the time of delivering the bill apart from the signature. The proof of receipt of the electricity bills to the consumer through courier/by hand/mobile app with geotagged, timestamped photographic verification, which must be accessible on the dashboard provided by the agency and have to be submitted to the concerning EE (Test/Distribution) each month by the agency.

- 8.1.16 Electricity bill and MRI reports (on demand) of consumer meter shall also be sent by Email to respective consumer by the agency.
- 8.1.17 The agency shall capture the consumer's mobile number, WhatsApp Number, Emails, GPS coordinates (latitude/longitude), process, status of meter installed whether inside or outside the premises, meter number & meter make during visit of MRI downloading in case these are not available in the billing master or having invalid/wrong values. This collected data shall be provided by agency to concerned divisions in excel format in the same month for updating in PuVVNL's billing system.
- 8.1.18 Any activity (such as direct supply, cut in cable, supply through faulty meters, burnt meters, damaged / faulty cable or any other abnormality) leading to unauthorized use/theft of electricity to be reported by the agency on the same day / 24 hours along with relevant evidences like time and date stamped geotagged photographs to EE-Test/ EE- Distribution through email/WhatsApp or SMS.
- 8.1.19 All abnormal reported cases shall be substantiated with evidences. It shall be ensured by the agency that abnormalities found and assessment realized after verification of the abnormality by the field officers is reported regularly in a mutually agreed format to Circle/Zone/Discom officers.
- 8.1.20 In case of disconnected / no meter at site/sealed premise, designated format is to be filled and details of the other connections running in the same premise, if any, along with the meter status is to be noted in the format. Further, a time and date stamped geotagged photographs is to be submitted along with the format. Intimation of such cases should be sent to EE (Test/Distribution)/AE(M)/SDO/JE through SMS/WhatsApp within the same day.
- 8.1.21 List of non-traceable consumers shall be given by the agency to the concerned EE (Test /Division) in the same month.
- 8.1.22 In case of meter not accessible like premises locked / box locked, a notice has to be pasted at a prominent place on the premises and required information in the designated format for inaccessibility of meter need to be filled in. Further, time & date stamped geotagged photograph of the premises locked / box locked, showing the notice pasted has to be submitted by the agency. The agency shall also send the SMS/WhatsApp to EE (Test/Distribution)/AE (M)/SDO in all such cases with the connection details within the same day.
- 8.1.23 Agency shall provide a list of all the exceptions captured during MRI reading to designated officials (from subdivision to DISCOM) on monthly basis. The agency shall provide daily / monthly summary and list of meters with exceptions to the concerned officials. The designated official shall ensure that all exceptions are resolved within shortest possible time (preferably within the same month) and a final report after redressing of the issues shall be shared with the DISCOM/Zonal Chief Engineer and Billing agency on monthly basis.

- 8.1.24 The agency shall also be responsible for reporting of field exceptions in the all cases where MRI cannot be downloaded due to any reasons and recording the exceptions along with proper proof such as time and date stamped geo-tagged photograph of meter and its surrounding etc.
- 8.1.25 The agency shall analyze the MRI data downloaded and provide the analysis report of each cases mentioned in BOQ indicating clearly the abnormality found in the checked cases, if any to the concerned officials. The agency should also prepare a detailed report of cases in which the abnormality was found giving details of the occurrence of abnormal events. The format may be decided by PuVVNL as per mutual discussions.
- 8.1.26 Generation of various customized reports desired by concerned EE (Distribution)/EE(test) /AE (M)/SDO/ AE(IT) need to be provided by the agency.
- 8.1.27 Reporting of Various Non-MRI Exceptions to respective Distribution/ Test Divisions. (Consumers where MRI could not be done due to factors beyond control of Agency) Follow up with Distribution / Test Divisions for removal of such factors so that MRI can be downloaded successfully and tracking of such Exceptions and Actions taken thereof through Cloud based Application (ATR).
- 8.1.28 Reporting of MRI Exceptions to respective Distribution Divisions. (Anomalies in energy parameters recorded on consumer energy meter). Ensure assessment against such Exceptions and tracking of such Exceptions and Actions taken thereof through Cloud based Application (ATR). In cases where any MRI exception remains unresolved up to the subsequent billing cycle, automated alerts/reminders shall be generated and sent to concerned PuVVNL officials (Test/Division) via SMS, E-mail, and WhatsApp. A minimum of three reminder notifications shall be issued prior to the next billing cycle to ensure timely resolution and accountability.
- 8.1.29 Cloud based development of Dashboard & management information system, of Hierarchy (Discom-Zone-Circle-Division) based Billing efficiency & collection efficiency and relevant commercial parameters. Provide tracking of Revenue Status of MRI Billing Consumers of all categories through Cloud based Application, Complete details of Billing and Payments of consumers should be available with historical data of at least One year, to improve the revenue performance of Discom.
- 8.1.30 Consumer Meter data analytics and reports using Artificial Intelligence/Machine Learning.-
- Covering Load Survey, Data analysis of energy consumption (Kwh, Kvah, Kw, Kva, PF) , trend analysis, abnormality detection and the detailed report in soft and hard copy would have to be submitted for further action and revenue protection of the Discom through site checking and raising assessment it any required based an MRI analysis on monthly basis.
 - Theft detection & irregularity analysis :- furnish all types of abnormalities/detailed observations which may be required by Discom/authorized representative of the Discom on monthly basis.
 - Analysis on Improvement of Discom billing and collection efficiency, Demand side management , reliable power and customer satisfaction.
- 8.1.31 EE(TEST) of the concerned circle will be Nodal officers. Supervision of the MRI

reading/downloading/bill preparation/Required reports/bill distribution to consumer, shall be done by concerning EE(Test).

- 8.1.32 The agency is to circulate the daily progress report of the meter data downloading activity and meter data analysis activity as per the format decided by PuVVNL as per mutual discussion through email or WhatsApp.
- 8.1.33 The agency should have cloud-based storage to store the MRI Raw data and hosting application software/tool for generating MRI Reports, Load Survey, MRI analysis and Tamper Analysis. The agency should also maintain Consumer's Master data and billing history on cloud with suitable access to Discom officials through Web Portal developed by the agency. The application developed by the agency should also be able to integrate previous MRI records provided by PuVVNL. The cloud for the purpose shall be provided by the agency at his own cost. All the necessary support system such as deployment and maintenance of necessary hardware and application software systems, Creation & maintenance of User Credentials etc. shall be of the under the scope of the agency. Cloud should have functionality to serve as MDM (Meter Data management) system for UPPCL's billing system depending on requirement of UPPCL/PuVVNL.
- 8.1.34 The mobile app required to be developed by the agency for utilization by the meter MRI readers shall be capable of recording the field exceptions along with time & date stamped clear geo-tagged photograph etc. and the same should be uploaded on cloud (without human intervention) for correctness of the exception and for prompt action.
- 8.1.35 Similarly, app should have functionality for viewing the necessary reports and billing related information of consumers by the Discom officers and field staff. The app should also be capable of recording the Action taken by the field officers on the exceptions reported by the agency.
- 8.1.36 The agency has to establish a "Data mining, Analysis, Coordination & Control Cell" at PuVVNL HQ, Varanasi. The Cell will be staffed with at least 4 Graduate Engineers (2 Electricals & 2 IT Engineers) & supporting staff having adequate relevant experience. The cell has to be well equipped by the firm at their own cost for successful & smooth operation. The space for this cell shall be provided by the PuVVNL at free of cost. The cell will be acting as an interface between PuVVNL HQ & the Firm and will be entrusted the responsibility for, but not restricted to, the following activities: -
- i. Get the up-to date Consumer master data updated with Name /Address /Contracted Load /Tariff /Supply Voltage /Process /Substation /Feeder /Mobile No. /Longitude /Latitude etc. in prescribed format by PuVVNL & reconcile it with Billing System Master data and provide the data to the concerning Dist/Test Divisions on monthly basis.
 - ii. Report on Daily Billing/MRI Summary for 5 kW to below 10 kW consumers (Zone/Circle/Division).
 - iii. Submission of Comparative analysis for the past months (monthly/cumulative) of billing data and exceptions (Zone/ Circle/ Division) at the end of every month.
 - iv. Submission of report on MRI done but not success/Exception Summary/List details on daily basis & month end report.

- v. Submission of MRI Exception cases with site visit date & geo tagged photograph. (Each exception should be reported with time and date stamped geotagged photograph only)
- vi. Providing Raw MRI Data in soft copy each month latest by 5th of next month to concerned EE (distribution), EE (Test) & HV Cell of PuVVNL and all raw MRD data should also be uploaded to cloud system. Cloud storage should also have FTP facility to download raw MRI data whenever required by concerned divisions.
- vii. Data mining/MRI Analysis report with M.I.S should be provided in prescribed format on web Portal.
- viii. Report on Tamper/Load Survey Analysis/Snap Shot of suspected cases.
- ix. Report on Low consumption cases.
- x. Provide list in excel for Consumption & Demand History of all consumers for last one year for every month.
- xi. Portal access along with training should have to be provided to all concerned officers (upto JE level) to fill ATR and access M.I.S. Report.
- xii. Report on Analysis of Seasonal Industries.
- xiii. Report on Analysis of Similar Process Industries.
- xiv. The detailed analysis report of suspected cases of theft to be provided along with MRI Data.
- xv. The cell should maintain the record of acknowledgement, feedback & compilation of action taken on the reports provided to the concerned officials as mentioned above.
- xvi. One person deployed in above cell should be fully dedicated to assist PuVVNL Raid team in analysis of MRI of suspected cases on daily basis.

Stationary for printing of bills, report generation etc. shall be provided by the agency.

8.1.37 All activities related to this project shall be as per Electricity Act 2003 and Electricity supply code 2005 with latest amendments thereof. Accordingly, the agency shall be well conversant with the Act/Procedure.

8.1.38 Engineer of the Contract shall be the sole authority to decide the procedure, consumer category whose MRI download is to be taken etc. This includes the decision to take reading and/ or prepare the monthly bills for both AMR meters and meters whose MRI is to be downloaded. However, these instructions /decisions shall be conveyed to the agency in writing.

8.1.39 The agency shall co-operate in handing over the facilities and records at the end of the contract period or on early termination due to any reason, in good working order to engineer of the contract. Upon termination of agreement, the company's authority to act in the area shall immediately cease.

8.1.40 On termination of agreement, the agency shall have to provide soft copy of all latest database in the desired format/files.

8.1.41 The agency shall provide the list of persons to be deployed for this project with relevant details such as technical qualification, work experience and other personal details such as Aadhar number, permanent address, mobile number etc. within 15 days of issue of LOI.

- 8.1.42 The agency should provide minimum one MRI data analyst along with its team at every Zonal Headquarter for Meter Data Analysis and MIS Generation. The agency shall also depute minimum 1 supervisor in each Circle of the PuVVNL to monitor and coordinate all the above activities under the scope of this RFP.
- 8.1.43 All manpower and resources including necessary equipment needed to establish the office and carry out various activities (like, Phone, tool including CMRI /Laptop etc. etc.) to be provided by the agency.
- 8.1.44 The agency will have to create and maintain cyber secured mobile app /cloud based Web Portal for the consumers/officials of PuVVNL. For consumers, web portal should have facility to view MRI data with load survey details including consumption /demand history for previous 1 year or more as per availability of MRI data. The agency will provide access to the web portal/Mobile App to the consumers and Discom officials based on their registered Mobile no. as user Id and OTP as password. For PuVVNL official, monitoring the status of MRI, billing, MRI analysis including load survey, temper, demand and consumption history and various report etc.
- 8.1.45 The agency is to keep up with the new technology and take care of any advancement in software/ hardware functionality.
- 8.1.46 The quantities of individual items or activities under the Scope of Work are subject to variation without a fixed limit; however, the total contract value shall not exceed a +25% threshold for the initial one-year term. Due to the ongoing AMISP meter replacement program, the Purchaser reserves the right to either extend the contract for an additional year or short-close the agreement with one month's prior notice, subject to the approval of MD, PuVVNL, and mutually agreed terms.
- 8.1.47 PuVVNL reserves the right to carry out security audit of devices of the agency and IT system used by the agency.
- 8.1.48 PuVVNL reserves the right to utilize the agency's applications for analysis and other purpose.

8.2 Cloud storage based web-portal/Mobile app: -

Providing full cyber secured (CERT-IN certified) and robust Miety empaneled cloud based storage system having required hardware for storage of the raw MRI data (including historical and archived data) and hosting of applications including the web-portal and Mobile apps (Android/IOS), shall fall under the scope of work of the agency with no separate cost to the PuVVNL. The application developed by the agency shall have the following features: -

- i. Should be compatible to read the Raw MRI data of different make of meters. List of different make of meters already installed in PuVVNL system are given below for ready reference: -
 - a. Secure
 - b. L&T/ Schneider Electric (SE)
 - c. Genus Power Infrastructure Ltd.
 - d. Landis & Gyre
 - e. HPL Socomec Ltd
 - f. Capital
 - g. Avon
 - h. Visiontek

Apart from above make meters, PUVVNL may purchase other make meters as per its requirements and technical advancement. It shall be the responsibility of the agency to have own application software/API (Application Programming Interface) to read the MRI data of different make meters installed in PuVVNL area.

- ii. Should provide easy interface with UPPCL's billing system to avoid manual intervention to the extent possible in handling of consumer's data.
- iii. Generate all reports required by PuVVNL in common format data to avoid dependencies on meter manufacturer.
- iv. Software should be capable of primary functions like:
 - a. Accept Billing, Load-Survey and Tamper data, generated by respective meter manufacturer's Base Computer System (BCS) software in ASCII format.
 - b. The data format in different proprietary formats should be converted to a Common Data Format. The CDF should be well documented and submitted to the utility.
 - c. All required reports should be generated from only CDF files.
 - d. The application / software should be capable of generating the reports using the data, as obtained from the ASCII file from BCS of respective meter manufacturer.
 - e. MRI Analysis of Main meter
 - f. Meter data analysis of Smart meter (Whenever data is provided)
 - g. Excess Demand Report
 - h. Low Power Factor Report
 - i. Current Missing Report
 - j. Phase Missing Report
 - k. Tamper Analysis Report
 - l. Energy Consumption Graph – Monthly/ Daily/ Hourly
 - m. Low Consumption Report
 - n. Low Power-On Days Report
 - o. Excess Load for Previous 3 Months Report
 - p. Export Import Energy Report of Meter
 - q. Load Survey Report of Meter
 - r. Critical events report for events like Magnetic tamper, Cover-open, CT-short, CT-open, neutral missing etc.
 - s. Current available and voltage low cases
 - t. Zero consumption in day time for commercial consumers & in night time for domestic consumers
 - u. Low consumption and excess demand consumers.
 - v. Suspected faulty mf consumers.
 - w. HT- Voltage imbalance cases.
 - x. Consumer trend analysis.
- v. **Cloud based ATR Application** – The web-portal/Mobile app should also have functionality to record corrective actions on exceptions taken by the field officers. ATR (action taken report) on field-exceptions /MRI exceptions filled by concerned AE-M/EE-Test/SDO/EE-D. MIS for above should also be available for tracking the

progress. In case field-exceptions/MRI exceptions are not attended by concerned then server should send daily email with attachment to the concerned EE/SE/CE/DISCOM on regular basis until exceptions are addressed. Access to ATR Application Dashboard and MIS Reports shall be provided to Divisions, Circle, Zone, and Discom officers for tracking, adding remarks, re-opening of issues and review of action taken. If due to technical error meter reader is unable to download the MRI of meter and claiming communication error/cord faulty/or any other data recording issues, a **short** video clip clearly showing the issue should also to be recorded and uploaded on cloud so that concerned Test division can monitor any technical issue for MRI recording. History of action taken and exception reporting should be recorded properly including time and date stamped geotagged photograph /short video clip (in case field exception/theft cases etc.) in the cloud server and these should also be available on the profile page of the consumer so that complete track record of consumer's exception history can be seen on profile page of the consumer.

- vi. **Cloud based Revenue Tracking Application** – A cloud-based Revenue Tracking application for connections of 5 to 9 kw shall be provided.
 - i. The application shall have Mobile as well as Web Interface.
 - ii. The application shall track Revenue Assessment and Revenue Collection from of from 5kW to below 09 kW consumers.
 - iii. The application dashboard shall provide a snapshot of Billing efficiency, Collection Efficiency and Turn Up Ratio at DISCOM level which can be drilled down up to Division level.
 - iv. Respective Distribution and Test officers shall have access to Mobile/ Web application to view their respective Revenue Performances.

- vii. Generate suspicious cases for investigation by Enforcement, based on the following: -
 - a. Prolonged Voltage Failure
 - b. Intermittent Voltage Failure
 - c. Load Utilization pattern
 - d. Low Load Cases
 - e. Load Unbalance
 - f. Neutral Disturbance
 - g. Magnetic temper
 - h. SMPS Tamper
 - i. Drop in Consumption
 - j. Bad Battery/NVM Failure
 - k. Low Average Voltage
 - l. Prolonged Zero Current & Voltage available
 - m. Low consumption based on sanctioned load
 - n. Contract demand violation

- o. Low consumption excess demand
 - p. Meter Parameter Checks
 - q. Percentage black out slots exceed 10%
 - r. Current consumption vs. last month consumption or Current Consumption vs. that of same month of last year is less than 50%.
- viii. Analysis reports in excel as well as on cloud shall be as per the format decided by PuVVNL for the best analysis, Discom may ask agency to provide customized reports based on data analysis on daily/monthly basis as per requirement. The agency shall additionally submit analysis reports which may help the DISCOM in increased revenue returns. The software should by default, generate following reports based on MRI analysis: -
- a. Load utilization pattern report
 - b. Blackout information report
 - c. Usage index report
 - d. Energy consumption analysis report
 - e. Low consumption report
 - f. Low consumption & Excess demand report
 - g. Contract Demand Violation.
 - h. Percentage black out slots.
 - i. Percentage slots, for which PF is less than 0.5, 0.5 to 0.7, 0.7 to 0.9 &> 0.9
 - j. Percentage slots for which load <20%, 20-40%, 40-60% &>60% CD (Contract Demand)
 - k. Consumption vis-à-vis Usage Index for the Industry, based on data provided.
 - l. Average Demand / Contract Demand, Maximum Demand /Contract Demand, Average Demand /Maximum Demand.
 - m. Current consumption Vs Last month consumption, Current consumption / that for same month of last year.
 - n. Voltage Available & Current Zero reports
 - o. Load Unbalance report

ix. MRI data analysis:

Module shall cover following functionality:

- a. Tamper analysis by way of
 - (i) CT short
 - (ii) CT open
 - (iii) CT interchange /reversal
 - (iv) Voltage imbalance
 - (v) Current imbalance
 - (vi) Neutral disturbed
 - (vii) Power failure

- (viii) Magnetic tamper
 - (ix) Event Transactions
 - (x) Cover open tamper/high voltage/ frequency surges
- b. Cloud server should process Raw MRI data without any human intervention. Meter MRI reader will download encrypted MRD (Meter Reading Data) by only CMRI and then agency will upload data to cloud server. Cloud will process MRI files of all meter manufacturers and these shall be converted to a common data format automatically for billing and analysis purpose.
 - c. The software developed by the agency should have the functionality to serve as MDM system for UPPCL's billing system. Uploading the data files in a compatible format to UPPCL's billing system for successfully generating the consumer bills shall be the responsibility of the agency.
 - d. Reporting of percentage slots for which demand is less than a given percentage when demand is available. (default 3%)
 - e. Reporting of Percentage black out slots when power is available.
 - f. Reporting of Current Month Consumptions Vs Last Month Consumption or current Month Consumption Vs that of same month last year is less than given percentage (default 50%).
 - g. Reporting of Contract demand violation
 - h. Reporting of Number of slots for which power factor is less than or more than or in between a given range.
 - i. Reporting of Consumption Vis-a-vis usage index for the industry (process) wise, based on the data provided. Process wise load factor will be provided to agency.
 - j. Ratio of Average/ contracted demand, maximum/ contracted demand, average/ maximum demand, average demand shall be calculated for the number of months as specified time to time.

x. Security:

- a. The agency is also required to conduct security audit of the entire IT infrastructure carried out by the STQC or CERT-in or any other empaneled agency and should be carried out before the deployment.
- b. Security audit of the system shall be done once each year, the cost of which shall be borne by the agency.
- c. System shall have a high degree of security features to prevent any fraud or manipulation by the viruses or hacking activities by the unscrupulous elements in any module of the system.
- d. The system shall have distinctive levels of administrative control catering to the requirement of different functions.
- e. Proper backup and restoration shall also be available for the entire system.
- f. Standard user/ password based security system along with other security measures shall be inbuilt in the software.

xi. Reports for Discom Officials: -

- a. MRI Received till date and no. of MRI pending till date
 - b. Status of No. of Consumers Billed and pending bills till date
 - c. Latest statistics of Current Assessment
 - d. Information about the Arrears Recovered and Arrears Pending
 - e. Revenue Realized as on date
 - f. Reminder of Pending Consumer Complaints
 - g. Meter related tamper ménages (persistence time >2 hours)
 - h. Low L.F. messages
 - i. Very Low P.F. messages
 - j. Any other Parameters as required shall be customized accordingly
 - k. Consumption pattern analysis
- xii. Web Portal should have default dashboard for PuVVNL officials as mentioned in Annexure-16. Design of dashboard /limits of viewing parameters / values can be modified in accordance with approval of CE (Comm.), PuVVNL, Varanasi based on system requirement or practical applicability of user-friendly approach of graphic design. Similarly, design of dashboard in mobile app should be deployed as per approval of CE (Comm.), PuVVNL, Varanasi.
- xiii. Web Portal should consumer's profile page in such default dashboard as mentioned in Annexure-16 or in accordance with design approved by CE (Comm.), PuVVNL, Varanasi.

8.3 Cross Checking of Meter MRI Reader Works

- 8.3.1 The supervisor will carry out cross checking of Exceptions for improving the quality of billing in every month:
- a) Random sample checking of 100% of Exceptions reported for meters which have not been automatically read (Through MRI downloading) from meter & submit the report every month to the concerned office of Discom. All such random sample checking to be available in dashboard.
 - b) Shall also monitor billing performance & their exception and submit the report every month to the concerned office of Discom.
 - c) Random sample checking of 10% of consumers for receipt of bills and submit the report every month to the concerned official of Discom.
- 8.3.2 On the basis of abnormalities observed in the reports of Supervisor and the Division Engineer the billing agency shall take necessary administrative action against the meter reader / supervisor. The actions need to be recorded against the observations in the dashboard.

8.4 Delivery Schedule

S. no.	Particulars	Duration
1	Creation of consumer Master data	within 7 days from issue of LOI
2	Start of meter reading/ MRI downloading activity	within 7 days from issue of LOI
	Monthly activities	
3	Downloading of MRI,	Starting from 1st day to 12th day of each month
4	Bill generation/bill printing and report generation and submission with respective divisions	Starting from 1st day to 15th day of each month
5	Bill generation and Bill Distribution to consumer physically.	Starting from 1st day to 15th day of each month
6	MRI data analysis, generation of related reports , submission of reports to the PUVVNL and uploading with MRI data on Cloud	Starting from 15th day to 25th day of each month
7	Loading of consumer MRI data on the PUVVNL billing system and on Cloud	Within 24 hour from MRI downloading of particular consumer
8	Submission of report of details of bills generated, exceptions to respective division on Email / WhatsApp.	Daily basis
9	Uploading of Raw MRI Data & billed data to concerned division office in cloud/soft copy.	Within 24 hour from MRI downloading of particular consumer
10	Sending of the consumer bills through email.	Within 36 hours from bill generation

8.4.1 The agency should aim for 100% billing of total billable consumers using CMRI.

8.4.2 Timeline to provide all mobile numbers/GPS coordinates is as per the table below:

Information	Timeline
Consumer's Mobile Number, WhatsApp Number, latitude/longitude and email-id (if not available in billing system or incorrect/invalid number available).	3 months and 1/3 rd in every month.

8.4.3 Thereafter, billing agency shall be responsible for pending updation & correctness of the mobile number and GPS coordinates for all the consumers, till the end of the contract period.

9 Manpower Deployment

- 9.1.1 A Team Leader shall be deputed at the Discom Head Quarter as the Discom Head to monitor and coordinate all activities such as MRI reading & Analysis, storing all the relevant MRI data into a database to be maintained by the agency, MRI analysis, bill printing and bill distribution. He shall be having minimum 10 years of experience post engineering in the field of for handling of technology process and manpower of similar nature projects. He shall also coordinate and seek guidance from Discom HQ and Zonal Chief Engineer on any issue related to non-cooperation of Divisional Engineers.
- 9.1.2 A Deputy Team Leader shall be deputed to assist Team Leader at each Zone level. He shall be having minimum 3 years of experience post engineering in the field of similar projects for handling of technology process and manpower.
- 9.1.3 A Manager shall be deputed at each Circle level to coordinate with Superintending Engineer. He shall have minimum 3 years of working experience after Graduation in the field of similar projects for handling of technology process and manpower. He shall be responsible for identifying all the risk, revenue leakage points, actions which can improve the revenue and meter reading quality.
- 9.1.4 A Supervisor shall be deputed at each Test Division level to coordinate with Executive Engineer and SDOs/AEs/JEs. He shall be having minimum 3 years of working experience after Graduation in the field of similar projects for handling of technology process and manpower.
- 9.1.5 The meter reader deployed at site should be at least 10th pass. Agency shall train meter readers on various aspects of MRI reading and bill generation, in line with rules and regulations of UPERC. They shall also be provided with behavioral training to make them ready for interaction with consumer at site.

During the contract period, all meter readers will be imparted proper training on meter reading and behavioral aspects by the agency and a certificate to that effect will be enclosed every time a new meter reader is issued an identity card. **In case removal/termination of meter's MRI reader or any other official of billing agency, his identity card must have to be returned to issuing authority.**

Addition to this, the Identity details of meter reader or any other personnel who is terminated will be circulated among UP DISCOMs and will have to be preserved to ensure debarment from reemployment in UP DISCOMs.

10 Other Conditions

The Other conditions related to MRI Reading, Bill Generation and Serving of Bills are as follows:

- 10.1.1 All consumers having sanctioned load 5 kW to 9 kW (Excluding PTW consumers) with legal connections receiving supply from the DISCOM system must be billed for which the following activities are to be carried out.
- 10.1.2 Downloading the electronic data using CMRI and to provide the same to PuVVNL. Agency shall also capture type of establishment (like domestic, commercial, industrial), usage of supply (like shop, oil mill, show room, ice factory, shopping mall, cold storage, etc.), consumer contact number, email id etc.
- 10.1.3 In addition, MRI Manual Reading of all the consumers to be provided in the frozen format as per the requirement of PuVVNL.
- 10.1.4 All resources and infrastructure like manpower, Phone, tool including CMRI / Laptop, office furniture, AC, Fan, UPS, call to PuVVNL, transportation, etc. needed to establish the office and carry out the activity to be provided by the agency.
- 10.1.5 All planning and working as per schedule and providing qualified manpower, seal arrangement, field work to be organized by Agency.
- 10.1.6 Agency to keep up with the new technology and take care of any advancement in software / hardware functionality.
- 10.1.7 Seal Reconciliation to be done by the Agency and a weekly seal report comprising all seal related details i.e. seal no., service no., book no., group, old seals, damaged seals, etc. shall be forwarded to PuVVNL
- 10.1.8 Data to be downloaded from the meters after cutting the seals of the MRI port of the meter only. No other seals to be handled with. New Seals provided by PuVVNL are to be re-fixed after the completion of the data downloading activity.
- 10.1.9 The bidder has to demonstrate MRI downloading & analysis through cloud-based software before PuVVNL team.
- 10.1.10 The agency shall establish its own office at its own cost at, circle, zone and DISCOM office or at a nearby place suitable to carry out this activity. No extra payment shall be made for setting up of this office.
- 10.1.11 All employees of the agency deployed under the agreement for this RFP shall carry a tamper proof identity card jointly signed by the authorized officials of DISCOM and the agency.
- 10.1.12 All employees of the agency deployed under the agreement for this RFP are required to wear proper uniform on duty. The colour etc. of the uniform shall be decided by the DISCOM. The uniform shall be provided by the billing agency, for which no extra payment shall be made to the billing agency by the DISCOM.
- 10.1.13 Prior to the commencement of work, the agency shall submit the complete list of all employees, to be deployed at different levels, containing details of their mobile numbers, Aadhar card and their qualification to the DISCOM. All subsequent addition/deletions shall also be given. A soft copy of the same shall also be handed over to DISCOM.
- 10.1.14 The billing agencies shall ensure compliance to all applicable labour laws as mentioned in Clause 15.2.2(c).

11 Timelines

Job Description	Timelines
Start of billing	Start of Billing shall be within 07 days from the issuance of the LOI.
Monthly billing activities	To be completed as per monthly billing cycle as per Clause 8.4 .

12 General & Specific Requirements of the Bid

12.1 Clarification on RFP

- 12.1.1 The prospective bidders may obtain any clarification regarding the RFP by writing to Project Officer In-Charge as mentioned in Bid Information Sheet.
- 12.1.2 The corrigendum, if any will be uploaded on the website of PuVVNL. All bidders are requested to visit the website of PuVVNL regularly.
- 12.1.3 The bidder is advised in its own interest, to examine the RFP's instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an applicant's bid or submission of bid not substantially responsive to the RFP may result in rejection of the bid.

12.2 Site Visits

- 12.2.1 The bidder may in its own interest, before submitting its bid, examine the PuVVNL'S billing system and the area involved in the respective zones to satisfy itself regarding the difficulties which can be observed in the field while carrying out the activities related to scope of work mentioned in the bidding document.

12.3 Pre-bid Meeting

- 12.3.1 A Pre-Bid meeting with all Bidders who have purchased the tender document will be organized at PuVVNL headquarter, on date and time mentioned in Bid Information Sheet.
- 12.3.2 The purpose of the meeting will be to clarify any issues regarding this RFP in general and the Scope of Work in particular.
- 12.3.3 The Bidder shall submit any question or query to PuVVNL in writing, to reach PuVVNL on or before the pre bid meeting. It may not be possible at the pre bid meeting to respond to questions received late, but questions and responses will be transmitted as indicated hereafter.
- 12.3.4 The corrigendum, if any, in the response of the queries raised by the bidders will be uploaded on the e-bidding website.
- 12.3.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

12.4 Amendments to RFP

- 12.4.1 PuVVNL on its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines, by issuance of addendum / modification / errata and / or a revised document.
- 12.4.2 Revisions or amendments in the bidding guidelines may cause PuVVNL to modify, amend or supplement the RFP to be in conformance with any applicable Law. Such document shall be notified in writing through UP NIC e-tender portal. The bidder is advised to check the e-tender portal for any such change.
- 12.4.3 PuVVNL shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by PuVVNL upon taking all reasonable steps to notify the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline. All such amendments/modifications shall be issued at least Seven (7) days prior to the Bid Submission Deadline. If the amendment is published later than minimum

7 days from the bid submission deadline, then such an amendment shall be accompanied with a suitable date extension.

- 12.4.4 In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, PuVVNL may, at its discretion, extend the deadline/ timeline for Bid submission. However, it shall not be the right on the part of the bidder to claim any extension of bid submission dates.

12.5 Deviation from RFP

- 12.5.1 A responsive Technical and Financial Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without any deviation, reservation, or omission.
- 12.5.2 A non-responsive bid by the Bidder shall be rejected by the PuVVNL.

12.6 Documents Comprising the Bid

12.6.1 Commercial, Technical and Other Details – Part 1

- a) The bidder shall submit the documents Online as per Clause 16 of this RFP.
- b) Only individual firms are eligible to participate in tender and Joint/Venture consortium is not allowed.
- c) Power of Attorney/Board resolution in favor of signatory of the bid.
- d) The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Clause, as well as this RFP in general.
- e) Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- f) Earnest Money shall be submitted as per Clause 12.10 of General & specific requirement of the bid. **Annexure- 4**
- g) Bank Transfer details for Tender cost as mentioned *Bid Information Sheet*
- h) Work Experience Certificates as per **Annexure- 10**
- i) The financial data along with the CA certificate regarding MAAT, liquid assets and net worth in prescribed format **at Annexure- 11**
- j) Affidavit for Bid Validity shall be provided as **per Annexure- 8**
- k) No Deviation Certificate from the RFP as per **Annexure- 6**
- l) Other details as called for in the RFP or which the bidder may like to highlight.
- m) Copy of Curriculum Vitae of the Team Leader proposed to be deputed on the project certified by the Company Secretary / Authorized signatory of the bid **Annexure- 13**.
- n) The bidder has to submit details of its total employees certified by its Authorized Signatory. The Bidder should provide challan of last 3 months submitted with ESIC.
- o) The bidder has to submit audited and certified balance sheets and CA certificates of the latest preceding five continuous Financial Years i.e. (FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-2025 and FY 2025-26).

- p) The bidder has to submit audited and certified balance sheet showing Positive Net worth in the financial year FY 2025-26 as explained in Clause 7.1.1 of the RFP also Certified by CA on basis of Audited Balance Sheet.
- q) The bidder has to submit the Tender Form as per **Annexure- 2** duly signed by Authorized Signatory.

12.6.2 Financial Offer and Terms and Conditions – Part 2

- a) Price Bid can be filled online by visiting at <https://etender.up.nic.in> upto last date and time of receiving of tender as mentioned in tender notice. The format for filling the Price Bid is provided at Clause 17.

12.7 E-Tendering Instructions

12.7.1 General

- i. Submission of Bids is only through online process for this Tender.
- ii. For conducting Electronic Tendering, UPPCL/PuVVNL is using the Portal of NIC, a Government of India Undertaking and the tender is being uploaded to website <https://etender.up.nic.in>

12.7.2 Tender Bidding Methodology

Sealed Bid System: e-tenders are invited in two parts (Part-I Techno Commercial and Part-II Financial Bid).

12.7.3 Requirements for Bidder to Upload Bid on e-tender portal

- 1. Computer System with good configuration.
- 2. Broadband connectivity.
- 3. Microsoft Internet Explorer 6.0 or above.
- 4. Digital Certificate(s)

12.7.4 Broad Outline of Activities for Bidder

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on NIC (<https://etender.up.nic.in>).
- iii. Create Users and assign roles on NIC Portal.
- iv. View Notice Inviting Tender (NIT) on NIC Portal.
- v. Download Official Copy of Tender Documents from NIC Portal.
- vi. For Clarification to Tender Documents on NIC Portal:
- vii. Query to UPPCL (Optional)
- viii. View response to queries posted by UPPCL, as addenda.
- ix. Bid-Submission /Bid Upload on NIC Portal.

12.7.5 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

12.7.6 Registration

- a) To use the e-Tender Portal of NIC (<https://etender.up.nic.in>), bidder needs to register

on the Portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In NIC PORTAL terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/Portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

- b) Pay Registration Fee and other charges (as applicable) on the NIC Portal.

12.7.7 Bid Related Information for this Tender

- a) The entire bid-submission would be online on NIC Portal and upload the necessary scanned documents such as Demand draft, RFP etc. Broad outline of submissions is as follows:
- (i) Submission of digitally signed copy of Tender Documents/ Addendum/addenda
 - (ii) Two Parts of Bid
 - **Techno-commercial Part-I** containing prequalifying documents, tender cost/bid security proof and technical proposal
 - **Financial–Part-II** containing price bid
- b) Bidders must ensure that all documents uploaded on e-tender Portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc.
- c) It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.
- d) In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender Portal in his / her presence.
- e) If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender Portal in his / her presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and such bid shall be summarily rejected and treated as non-responsive.

12.7.8 Special Note on Security of Bids

Security related functionality has been rigorously implemented in NIC Portal in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ Portal.

12.7.9 Other Instructions

Note: It is strongly recommended that all authorized bidders should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of NIC Portal.

Please go through the NIC Portal Link for "Bidders Manual Kit" (<https://etender.up.nic.in/nicgep/app?page=BiddersManualKit&service=page>) and go through the instructions carefully for online bid submission.

12.7.10 Method of Submission of Bid

Digitally signed copies of all the required documents asked in the RFP must be uploaded on e- tender website.

12.7.11 Eligibility & Technical section

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per eligibility criteria, all the forms/format, documentary proof, Forms/format and compliance to Scope of Work. Please note that the qualification cum technical proposal must NOT contain any pricing information.

12.7.12 Price Bid Section

- All the forms should be in the Prescribed Format Only.
- All forms/Tables, duly filled-in with necessary proofs, as required and stated in the RFP& supporting documents for eligibility criteria should be uploaded.

12.7.13 **Bid Formats**

- a) Only those bids for which the bidder has uploaded all required documents on the portal shall be considered eligible.
- b) The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this RFP in general.
- c) Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- d) The Bidder shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this RFP.

12.8 Submission of Bids:

- 12.8.1 The Bid for both parts shall be submitted online as described in this RFP.
- 12.8.2 The rates shall be quoted as specified in BOQ as provided in this RFP available at E-tender website:<https://etender.up.nic.in>. No hard copies of Part –2 (prices) shall be accepted against the tender.
- 12.8.3 The bidder has to quote separate rates for the line items provided in the financial offer of the RFP.
- 12.8.4 The tender documents containing application formats and details of the proposal can be downloaded from E-tendering website <https://etender.up.nic.in>. The e-tender cost in the form of UTR number of RTGS for Rs. 11,800 (including GST) shall be uploaded with the Part-1 of the bid. The Part -2 of the bids without the tender cost and earnest money shall not be opened under any circumstances. Tender can be submitted on e-tender website: <https://etender.up.nic.in> only upto 17:00 hrs of xx-05-26. The offers shall be opened on the specified date i.e. on xx-05-26 at 17:00 hrs or specified date (if any change in original date take place) in presence of bidders or their authorized representative (s) who chooses to be present on that time.
- 12.8.5 The prospective bidder should have the necessary technical competence, financial standing, experience, expertise and infrastructure for handing door to door meter reading, bill generation, bill delivery and bill collection and related activities in similar distribution system(s).
- 12.8.6 Bids must be received within the specified deadline as per procedure of E-Tendering as explained in clause 12.7 of this RFP. If it is a holiday, the bids shall be received on the next working day at same time.

12.9 Bid Validity

- 12.9.1 Bids must remain valid for acceptance for a period of 180 days after the date of opening of Part-2 of the bid. PuVVNL may request for suitable extension. If the day up to which the bid is to remain valid is a holiday, the offer shall remain valid up to the next working day. The bidder shall extend the Bid Validity if required by the Purchaser.

12.10 Earnest Money Deposit

- 12.10.1 The Bid in Part-1 shall be accompanied by earnest money deposit in the form of Bank Transfer /Bank Guarantee / FDR / Demand Draft(Copy of UTR details of online transfer or copy of Bank Guarantee / FDR / Demand Draft must be uploaded. Original bank guarantee or the FDR or Bank Draft towards EMD to be submitted in hard copy before the bid submission time, however, The UTR details of online transfer can be sent by email before bid submission time) in the given format, in favour of SE Commercial, PuVVNL, Varanasi, as per annexure-4 with the tender documents for an amount of Rs. 12.60 Lac.
- 12.10.2 EMD will be also accepted in the form of Bank Guarantee. The BG format is provided in tender documents. The Earnest Money instrument shall be valid for at least 180 days from the date of bid opening. The submission of Bid Part-1 without earnest money, as prescribed in this RFP, shall not be considered valid for further consideration and shall be rejected by the PUVVNL.

12.10.3 The EMD may be forfeited if: -

- Bidder withdraws its bid during the specified period of bid validity.
- Bidder fails to sign the Contract when so awarded by the Discom.
- Bidder fails to furnish a Performance Guarantee at the time of award
- If the Bidder is found to have submitted false particulars/ fake documents; or
- If the Bidder refuses to execute the work on their quoted rates, after issue of LOI by the Discom concerned.
- Incidents of manipulation of rates by cartelization.
- Any other reason as applicable.

12.11 Modification or Withdrawal of Bid

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

12.12 Bid Opening and Evaluation:

12.12.1 At the opening of Part-1 of the bids, PuVVNL may announce the bidder's details, as it may consider appropriate.

12.12.2 The date and time for opening Part-2 of the Bid containing financial offer will be intimated to the bidders short-listed after the technical evaluation by PuVVNL on the basis of evaluation of Part-I of bid.

13 Technical and Financial Evaluation of Bid & Award of Contract

13.1 Part 1: Technical Evaluation

13.1.1 'Earnest Money', Validity & 'Technical/Commercial pre-qualifying conditions of the offer shall be publicly opened first on the due date as specified/notified. Part-I of the tenders accompanied with the required earnest money & validity shall be scrutinized and processed in this office to ensure whether the same are conforming to the technical requirements of the specification. The technical proposal would be evaluated based on the information furnished by the Bidder as per the related documentary evidence in support of meeting the Qualification. Requirements as specified in Eligibility/Qualification Criteria.

13.1.2 The Bidder(s) shall be declared **Technically Qualified** who meets the 'Earnest Money', Validity & 'Technical/Commercial pre-qualifying conditions of the offer.

13.2 Part 2: Financial Evaluation

13.2.1 Financial evaluation (Part-2) shall be opened for the only for technically qualified bidders. The bidder with lowest total bid value as submitted in financial offer rate will be ranked as "**L1**". The quoted rates will remain firm for the entire period of the contract.

i. Snap Bidding:

- a) In case of a high rate quoted by the Agencies, PuVVNL may go for "snap bidding" amongst the pre-qualified bidders.
- b) They will be required to submit their revised financial Bid by offering discount in percentage, zero or more than zero, on the rates submitted in the already opened financial

Bid for each item, on spot basis in the sealed envelope, within a specified time as will be notified to them.

- c) The sealed envelope shall be opened by the PuVVNL in the presence of authorized representative of the Agencies participating in the Snap Bidding.
- d) The Agency emerging as the lowest L1 Agency on the basis of Lowest Total Bid Value arrived by applying offered discount in the revised financial Bid during the snap Bidding shall be declared as the L1 Agency.

13.3 Clarification of Bids Submitted

13.3.1 To assist in the examination, evaluation and comparison of bids, PuVVNL may ask bidders individually for clarification in writing. No change (s) in the substance of bid shall be permitted while seeking clarification.

13.4 Award of Contract

- 13.4.1 Prior to the expiration of the period of Bid validity, PuVVNL shall notify the results of the Financial Bids as per the methodology mentioned in Clause 13.2 of the RFP on the portal for PuVVNL, Varanasi.
- 13.4.2 The Letter of Intent (LOI) shall be awarded by the PuVVNL to the successful bidder declared as L1.
- 13.4.3 Until a formal Contract is prepared and executed between agency and the PuVVNL, the LOI shall constitute a binding Contract.
- 13.4.4 The successful Bidder shall provide an under taking that the key staff identified for the project (as required) shall be available during the period of the Project.
- 13.4.5 Within fourteen (14) days of the receipt of LOI for the cluster from the Discom, the successful Bidder shall furnish the Performance Security of amount mentioned in Clause 13.6 of this RFP, using the format of Performance Security given in [Annexure-5](#)
- 13.4.6 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security submitted by the bidder.
- 13.4.7 Successful Agency will sign and enter into contract with Discom (PuVVNL) for a contract value and will be responsible for services to the Discom, whereas the Discom shall be responsible for making due payments as agreed upon in return for the services.
- 13.4.8 The Purchaser reserves the right to split the order among various successful tenderers in any manner he chose without assigning any reasons what so-ever.

13.5 Signing of Agreement

- 13.5.1 The successful bidder shall, on receipt of Letter of Intent (LOI), enter into a contract with Superintending Engineer (Commercial), office of the MD PUVVNL, Varanasi. The Agreement shall be executed within 30 days of LOI acceptance by the bidder. The person from bidder's side signing the Agreement must be duly authorized by the bidder.
- 13.5.2 The Agreement will be signed as per [Annexure-9](#).

13.6 Performance Security

- i. Within 14 days of receipt of the LOI, the successful Agency shall furnish a performance security @ 10% of annual contract value as per the LOI, in any one of the following formats to guarantee faithful performance of the Contract to Managing Director, of the DISCOM or it's nominee, on submission & confirmation of which, if required, the earnest money deposit shall be refunded:
 - a) FDR/TDR/CDR etc. duly pledged in favour of Administrative Officer to Managing Director, PuVVNL issued by any Scheduled Commercial Bank.
 - Or
 - b) Electronic Bank guarantee in favour of Administrative Officer to Managing Director, PuVVNL as per the Performa to be provided by Department. The e-BG shall be valid till completion of contracted period along with additional 6 months as claim period.
- ii. Provided further that the performance guarantee amount will be increased at least one month prior to the expected increase in business volume as communicated by Discom on annual basis, failing which the amount corresponding to increased performance guarantees over and above already provided will be deducted from the payments for monthly invoices of the agency, However, upon submission of revised performance bank guarantee the amount so deducted from the monthly invoice shall be paid to the agency, without any interest.
- iii. The performance security shall be returned to the agency after 6 months of completion of the contract as per the Agreement. The Agency has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.

13.7 General

- 13.7.1 In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as made by Discom shall be final and binding.
- 13.7.2 PuVVNL reserves the right to amend the nature or scope of the proposed contract, reject or accept any bid, cancel the bid process or/and reject all applications.
- 13.7.3 PuVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.
- 13.7.4 PuVVNL reserves right to divide the work among agencies.

13.8 Quantity Variation

13.8.1 The number of consumers of the Discom keep changing on account of new connections, disconnections, permanent disconnections, unmetered to metered and metered to Smart meter or pre-paid meters, the same shall covered under the quantity variation Clause 8.1.44 of this RFP. Transfer of ownership of Discom shall cover under the provisions of the above clause. Quantity of individual items/activity may vary up to any limit in either side(+/-) but the total value of the contract shall not exceed more than +25% (for initial period for one year under normal conditions. This limitation shall again be applicable in the next extension period if any.

13.9 Contract Period

13.9.1 The Agency shall be engaged for a period of initially for a period of one year which may be extended for a maximum period of one year on the same terms & conditions subject to consent of each party and as per the requirement of PuVVNL. The Agency shall again deposit the performance bank guarantee of 10% for the extended value. However, PuVVNL reserve the rights to short close the contract with prior intimation of 30 days to the agency without assigning any reason.

13.9.2 However, on grounds of non-performance of billing agency, the contract may be terminated at any time with prior notice to the firm in accordance with the procedure specified in the document

13.9.3 It is further clarified that though approximate number of consumers have been provided in the tender under Annexure- 1, the work may be assigned to successful bidder in phases at the discretion of the PuVVNL.

13.10 Termination, Debarment and blacklisting

13.10.1 **Termination of the Agency/Firm:** The Discom may, without prejudice to any other remedy for breach of contract, by written notice of default as per following conditions, sent to the Agency at least 30 days in advance, terminate the contract in whole or in part, in case performance is not improved on the given parameter and also in case an un-satisfactory reply is received from the Agency against the default notice served by the Discom.

- a) If the Agency fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or any extension thereof granted by the Discom
- b) If the Agency fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the Discom.
- c) If the Agency, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d) In the event the Discom terminates the contract in whole or in part due to non-performance, the Performance Security (Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

13.10.2 In case the Agency intends to terminate the contract for its own reasons, it shall be required to serve an advance notice of 6 months to the Discom.

13.10.3 **Debarment of Agency/Firm**

An order banning business with a Company for a period of six months to two years may be issued where the conduct of the Firm is not serious enough to merit blacklisting but at the same time is of such a nature that debarring of contractor is justified in the interest of UPPCL/DISCOM. The conditions of debarment could be as below but not limited to these:

- a) In case the Agency is unable to perform its obligations as per the terms and conditions of this contract in any of the cluster awarded, then UPPCL/DISCOM will hold the right to debar the agency after giving the suitable time period(s) specified in the contract, or any extension thereof granted by the Discom. Persistent and intentional violation of important terms of the contract
- b) Consistent Failure to execute the services satisfactorily
- c) **Procedure of debarment**
 - i. A SHOW CAUSE NOTICE will be issued to the firm/agency seeking its explanation for the lapses committed by it. The notice will be sent to the firm through E-mail/ Speed Post/ Registered Post/Courier on its official E-Mail Id/ Postal Address.
 - ii. The firm/agency's explanation will be expected within 15 days from the issue of the notice. In case the explanation is not found satisfactory, decision of debarring firm/agency for a period ranging from six months to two years, depending upon the severity of lapses, will be taken.
 - iii. Even after debarring, the firm/agency will be allowed to complete the ongoing works, unless otherwise rescinded by competent authority on the grounds of breach of conditions of contract.

13.10.4 **Blacklisting of Agency/Firm**

Blacklisting of the firm/agency shall mean any Act by the firm/agency which leads or would have led to an unfair gain to it and loss to UPPCL/DISCOM and where there are sufficient reasons to believe that the firm/agency has committed serious offence under the following circumstances:

- a) If, found to be involved in any sort of tender fixing/cartel formation/ collusive bidding.
- b) If, contractor has submitted documents found to be false/ fabricated/forged.
- c) If the Agency fails to deliver on the key deliverables within the time period(s) specified in the contract, or any extension thereof granted by the Discom.
- d) If the Agency, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- e) If UPPCL/DISCOM has suffered a huge financial loss due to the act of firm/agency.
- f) **Procedure of blacklisting**
 - i. A SHOW CAUSE NOTICE will be issued to the firm/agency seeking its explanation for the lapses committed by it. The notice will be sent to the firm through E-mail/ Speed Post/ Registered Post/Courier on its official E-Mail Id/ Postal Address.

- ii. The firm/agency's explanation will be expected within 15 days from the issue of the notice. In case the explanation is not found satisfactory, decision of blacklisting firm/agency for a period as may be decided by UPPCL/DISCOM.
- iii. A blacklisting order shall be issued in the name of the firm/agency with due intimation to the other department concerned. The black listing order shall also be uploaded in the UPPCL/DISCOM's website.

13.11 Conflict of Interest

- a) The bidder or his associates firms should not have any conflict of interest at the time of bidding and during the duration of the contract of this tender.
- b) Conflict of interest refers to a situation where an agency may not work in the sole interest of the client for obvious reasons i.e. inherent conflict in the interest of Agency and Client and may lead to unfair, unethical or even illegal practice.
- c) The bidder or his associate firms shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the UPPCL/DISCOM, while performing the work assigned.
- d) The bidder or his associate firms must act, at all times, in the interest of the UPPCL/DISCOM with professional integrity.

14 Payment of Invoices, and Penalties

14.1 Payment of Invoices

- 14.1.1 The agency will be required to raise the invoice for monthly activities as per the rates mentioned in the agreement signed with the Discom. For the services performed in accordance to the terms and condition of this RFP and subsequent Agreement, the Agency shall be paid agency fees as follows:-
 - i) Payment per consumer shall be made based on complete activities as per monthly activities undertaken by the agency. The payment shall be made on monthly basis after submission of required monthly output reports and payment of analysis shall be made after submission of monthly required analysis reports/MIS
 - ii) All stationery including those of printing of bills, generation of reports will be supplied by the agency at his own cost and no extra payment shall be made to contractor on this account.
 - iii) All stationery costs including toner, cartridge, stationary etc. for printing and reprinting shall be borne by the agency.
 - iv) CMRI/LPR instruments required for the reading shall be arranged by the billing agency, for which no extra payment shall be made to the billing agency.
 - v) No payment shall be made for issuing of duplicate bill.
- 14.1.2 The Agency shall prepare the consolidated invoice based on the rates for different activities provided in the agreement and submit the invoice along with details of works carried out in the preceding month, by 7th day of next month to Discom HQ with a copy to Chief Zonal Engineer (Distribution) and all Executive Engineer (Test) of the concerned zone, after executing the works in preceding month.
- 14.1.3 The Discom HQ shall release payment equivalent to 70% of invoice value to the Agency

- within 7 days from the date of submission of bill/invoice by the agency.
- 14.1.4 The concerned Executive Engineer (Test) will have to organize the verification of the work carried out by the agency taking into consideration of all the deliverables as per SLA and send it to Discom HQ through chief Engineer (Distribution) of the Zone.
- 14.1.5 The balance 30% payment after deduction of applicable amount as per SLA (if any) against the monthly invoice shall be released by Discom HQ within 30 days of the submission of invoice along with monthly MIS and SLA reports, after taking into account the verification of work by concerned Executive Engineer (Test).
- 14.1.6 GST on the accepted contract prices will be paid extra as per actuals based on prevailing GST rates. TDS will be deducted as per Income Tax rules.
- 14.1.7 Provided further that the total amount of penalties calculated as per this RFP, for any month, shall be limited to the 30% of the financial value of that month's normal bill for which the invoice has been raised (without payment of incentive and levy of penalty).
- 14.1.8 If any excess payment has been made to Agency due to difference in quoted price in proposal and Agency's invoice, or due to omission in verification of payable quantities, PuVVNL may without prejudice to its rights recover such amounts by adjustments in subsequent invoices or by other means after notifying the Agency or deduct such excess payment from any payment subsequently falling due to the Agency.
- 14.1.9 In case any penalty is imposed by the Regulator/Jansewa adhiniyam/Government/ Any other judicial authority or compensation thereof decided by the Concerned authority, on the employee related to service /scope of work as per this bid document, then such extra penalties/compensations shall be passed on to the agency without any ceiling.

14.2 Penalties

The firm has to ensure 100% MRI of all the consumers by CMRI latest by 12th day of each month & in case of default after 15th day of the month, a penalty as under will be levied: -

- 14.2.1 If MRI based billing is in between 95-98% then a penalty of 5% will be levied on the awarded rates on the shortfall of Contracted quantity. However, it is to be noted that the exceptions reported by the agency which remain unresolved, will be removed from the total for the purpose of this calculation.
- 14.2.2 If MRI based billing is in between 90-95% (excluding exception cases) penalty of 10% will be levied on the awarded rates for MRI done after 15th day of the month. Consumers whose MRI has not been done (excluding exception) in month penalty will be levied on the awarded rate.
- 14.2.3 If MRI based billing is below 90% (excluding exception cases) then a penalty of 20% will be levied of the awarded rates on the shortfall of Contracted quantity. But if MRI based billing remained continue for successive 2 months, the contract may be terminated along with imposition of 20% penalty & further action may also be taken as per the provision of contract.”
- 14.2.4 Delay in monthly activity (Master data updating, exception reporting, Various reports based on MRI data analysis) by each day shall be penalized @ Rs. 500 per activity per day.
- 14.2.5 Error in creation/processing/updating of a report/database shall be penalized @ Rs. 500/- per error.

- 14.2.6 In the event of departmental enquiry of consumer's complaint that the bill has not been delivered (Email/Whatsapp/SMS or any other electronic mode /By Hand) to him is established to the satisfaction of PuVVNL, a penalty of Rs. 500/- per bill shall be debited to the account of bidder.
- 14.2.7 The consumer which are disconnected/PD and not using electricity, such consumers should be sorted out for permanent disconnection/stopping of billing. A list of such consumers shall have to be submitted to concerned distribution division office each month with suitable remarks. No payment for their NA/NR billing shall be made in case disconnection period/not using supply period is more than six months.
- 14.2.8 A penalty @ 4 times the quoted rate of data download and analysis shall be levied if the manual reading is found to be incorrect by way of concealing factual data available.
- 14.2.9 If the Bidder is not able to provide the downloaded data of meter during the CMRI/Mobile Application activity but a PuVVNL officer / engineer/ technician or any other bidder appointed by PuVVNL is able to download the data without any rectification of meter or replacement of meter, a penalty @ 4 times the awarded rate of data downloading shall be levied on per case basis.
- 14.2.10 In case of non-performance by the Bidder, if PuVVNL has to do the work on its own or get the work done from another source, then cost for the activity + 50% of the same would be recovered from the Bidder.
- 14.2.11 All theft of electricity cases (seal damaged, faulty meters, burnt meters, damaged / faulty cable or any other reason) are required to be reported on the same day / 24 hours and if it is not reported then a penalty @ 2 times the awarded rate would be imposed per meter.
- 14.2.12 Contract may get terminated if it is found that the bidder is involved in malpractices of seal tampering or hiding abnormal cases found during the data analysis or helping in such cases leading to theft of electricity. In such cases, blacklisting or legal action may be taken against the bidder.
- 14.2.13 There shall be deduction of penalty of 5% from the bill of agency in case mobile app for consumers/officer of PUVVNL is not developed within 1 month of issue of LOI.

The above Penalty clauses shall be imposed on the successful bidder after initial 01 month of the award of the contract in which the agency shall complete all survey and submit the exceptions to DISCOM and get it resolved with the help of Test/Distribution Divisions.

15 Special Conditions of Contract

15.1 Special Conditions of the Tender

15.1.1 This section describes the terms and conditions under which the agency is to develop, operate and maintain the proposed door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, bill generation, and delivering the bills in soft and hard copies to consumers as well as the concerned distribution division.

15.2 Rules and Regulations

15.2.1 The job shall be carried out as per the rules, regulations and other procedures applicable for different categories of consumers as prevailing in the DISCOM at that point of time, which shall be made available to the Agency before commencement of work. These rules or procedures may be modified by UPPCL or there can be any modification or new regulations by the UPERC, which shall be intimated to the Agency from time to time and all modifications shall be required to be incorporated and implemented in the software within 30 days of receipt of information. The agency shall also adhere to UPERC (Standard of Performance) Regulations 2019.

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

- a) The Agency will also follow the labour regulations and also the provisions of others laws and directives and regulations of Government and other authorities and comply with any other relevant legislation in force during the currency of contract.
- b) The salary of the personnel engaged for the work shall be paid through electronic mode by RTGS in their respective bank account. ***The meter readers shall be paid monthly salary as per Minimum Wages Act 1948 as approved from time to time.***
- c) The Agency shall be responsible to be in compliance to all the Statutory Acts Applicable as specified below. Special attention of the bidder is drawn towards the compliance of the following statutes (Along with latest amendments/additions):
 - i. The Child Labour (Prohibition and Regulation) Act, 1986
 - ii. The Contract labour (regulation and Abolition) Act, 1970
 - iii. The Employees Provident Funds and Miscellaneous Provisions Act, 1952
 - iv. The Employees State Insurance Act, 1976
 - v. The Industrial Dispute Act, 1947
 - vi. The Minimum Wages Act, 1948
 - vii. The Payment of Bonus Act, 1965
 - viii. The Workman's Compensation Act, 1923
 - ix. Public Liability Insurance Act, 1991
 - x. Fatal Accident Act, 1855
 - xi. The Electricity Act, 2003
 - xii. UP electricity reforms act 1999
- d) A nodal person from DISCOM shall be appointed to monitor the compliance of the various acts with respect to labor laws, minimum wages, workman compensation, EPF and ESI.

15.3 Insurance

15.3.1 The agency shall obtain accident liability insurance for its employees on account of injury, fatal or otherwise due to any type of accidents during service. It shall also indemnify DISCOMs against any claim from such employees or their dependents and/or successors. Agency shall also indemnify DISCOMs/UPPCL for any loss caused by the agency.

15.4 Notification and Announcements

15.4.1 DISCOMs shall complete formalities towards due notifications to consumers and all parties involved about the transfer of survey, meter reading and bill delivery function and the authority of the Agency to act on behalf of DISCOMs. Public announcement including statement regarding the Agency's authority to Act in the area shall be made by the concerned officer of the DISCOM.

15.5 Maintenance of Facilities and Personnel

15.5.1 Facility:

- a) The agency shall maintain all requisite facilities on its own cost as required for proper MRI downloading and its uploading into the appropriate billing system of UPPCL/Discom, MRI analysis, Bill Generation, bill serving etc. and other works under this bid.
- b) The agency shall provide and maintain an office at a convenient location with staff in adequate number and of adequate competence, which shall remain open at all reasonable hours to receive communications.
- c) The agency shall also maintain modern communication equipment like telephones, and internet for interaction with the DISCOM.

15.5.2 Personnel:

- a) The billing agency must have adequate skilled staff on their regular payroll such as meter readers, and other qualified IT Professionals to handle the required volume of door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, bill generation, and delivering the bills in soft and hard copies to consumers as well as the concerned distribution division. The complete list of staff along with their name, qualification, experience, Mobile number, Aadhar number, salary slip and EPF/ESI/Insurance details must be submitted before start of work. Changes in the staff deployed shall be made only after due intimation and approval of Superintending Engineer of concerned circle. The billing agencies shall ensure wages to their employees in compliance of labour laws.
- b) Before start of the work, Successful bidders shall submit the Aadhar Card of the meter reader & other employees to Superintending Engineer of concerned circle under intimation to this office
- c) The agency shall maintain supervisory and other personnel, as described in this RFP, for efficient management and improvement in the door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, bill generation, and delivering the bills in soft and hard copies to consumers as well as the concerned distribution division. Checking of meter reading will be done by the Supervisor on random basis to ensure correctness of reading.
- d) Person in-charge or an alternate shall be available for communication during all business hours.

15.6 Agency's Rights

- 15.6.1 The agency will be given rights to operate in the area during the Agreement period as an agent of Discoms, which shall cease to exist on completion of the said period or on termination of the contract.
- 15.6.2 The agency's rights in the area will be as agent of the DISCOM for door to door MRI downloading and its uploading into the appropriate billing system of UPPCL/Discom, MRI analysis, Bill Generation, bill serving.

15.7 Monitoring

- 15.7.1 Submit MIS Report every day / week / month of the progress of the previous week/ month, indicating the quantum of work carried out and the level of improvement achieved and the operational performance of the MRI downloading and its uploading into the appropriate billing system of UPPCL/Discom, MRI analysis, Bill Generation, bill serving and other necessary reports required by the DISCOM. The Agency shall have "view right" of billing system to view various billing performance related reports.
- 15.7.2 Make available its management at all reasonable times or places to discuss with concerned officer of DISCOM the operation of the Agreement and related matters.

15.8 Contract Agreement

- 15.8.1 The agency will have to enter into an Agreement with the Discom, for setting out all terms and conditions including those mentioned in these Special conditions of the tender for door to door MRI downloading and its uploading into the appropriate billing system of UPPCL/Discom, MRI analysis, Bill Generation, bill serving.
- 15.8.2 The Agreement shall set out specific events of default that will entitle the other party to terminate the Agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

15.9 Closure of the contract

- 15.9.1 PuVVNL reserve the rights to short close the contract with prior intimation of 30 days to the agency without assigning any reason.

15.10 Modification of Area

- 15.10.1 The Discom at any time during the contract period can carve out any area of the Zones and accordingly the Contract area and value shall be reduced.
- 15.10.2 DISCOM shall give agency a notice of 30 days for change of the operating area.

15.11 Fall Back Arrangement

- 15.11.1 Provision shall be made in the Agreement that in the event of failure of the agency to fulfil its obligations, duties and responsibilities as per the Agreement terms, DISCOM shall have the right, at any time to resort to a fall-back arrangement. Under this plan, DISCOM shall take charge of all facilities, resources and systems whether in operation or under execution after giving suitable notice as provided in the Agreement and can recover from the security deposit and from the unpaid invoices the losses suffered due to such failure. If the security deposit amount available against unpaid bills is insufficient, the agency shall pay the difference to the DISCOM. The DISCOM shall have the right in such circumstances to manage the system itself after taking the charge of the facilities as above or through any other agency as it may deem fit and no claim of the Agency for compensation in this respect shall be entertained.

15.12 Handing Over on Termination

- 15.12.1 The contract agreement shall require the agency to co-operate in handing over the facilities and records in good working order to DISCOM. Upon termination of agreement, the agency's authority to act in the area shall immediately cease.
- 15.12.2 The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by DISCOM on termination of the contract. Significant deviations from current practices would be allowed only after approval from Discom.

15.13 Assignment

- 15.13.1 The bidder may not assign or transfer any of its rights and obligations under the Agreement to any other agency.

15.14 Governing Laws and Jurisdiction

- 15.14.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Uttar Pradesh and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.
- 15.14.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression Law takes within its fold - Statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

15.15 Settlement of Disputes

- 15.15.1 The dispute resolution will be according to the following two categories:
- a. Disputes with value less than and up to Rs 10 crore.
 - b. Disputes with value greater than Rs 10 crore.
- 15.15.2 Disputes with value up to Rs 10 crores will be dealt in the following manner :-
- a) The contractor or vendor will refer the matter to the Managing Director, UPPCL, except in cases where MD, UPPCL himself is the other party in dispute (in which case para iii will be applicable), who will examine the dispute or grievance impartially and try to settle the same through the process of mutual discussion for an amicable resolution in a time bound manner. For this purpose, MD may seek necessary advice and inputs from domain experts, finance experts and legal experts, as required. The result of such resolution (s) shall be duly recorded in writing and shall be signed by the parties concerned as well as by MD, UPPCL.
 - b) In the event that the contractor(s) or vendor(s) is/are not satisfied by the proposed solution they may refer the matter to a Conciliation Committee of Independent Experts (CCIE) for resolution, negotiation or adjudication.
 - c) In order to deal with such disputes, one or more CCIEs may be set up by UPPCL comprising the following members:
 - i. Former / retired officer of the rank of Principal Secretary to the Government of

- UP or above.
 - ii. Sector expert, either retired or serving, having substantial domain knowledge of project development, execution and O&M of distribution systems not below the rank of Chief Engineer L1 of UPPCL.
 - iii. Expert in finance and taxation, commercial or mercantile law, as applicable, with experience in a senior position in the sector/financial institutions, not below the rank of Chief General Manager/General Manager of UPPCL.
- d) In exceptional cases of disputes (even with value less than Rs 10 Cr), where the decision may result in a policy change or a much wider impact than just being limited to the dispute in hand, MD, UPPCL shall refer the same to Chairman, UPPCL for resolution. The Chairman may adjudicate / resolve the dispute himself or refer the same to the High-Level Committee (HLC) as mentioned hereinafter.

15.15.3 Disputes with value greater than Rs 10 crore will be dealt in the following manner :-

- a) The contractor or vendor will refer the matter to the Chairman, UPPCL who will examine the dispute or grievance impartially and try to settle the same through the process of mutual discussion for an amicable resolution in a time bound manner. For this purpose, Chairman may seek necessary advice and inputs from domain experts, finance experts and legal experts, as required. The result of such resolution (s) shall be duly recorded in writing and shall be signed by the parties concerned as well as by the Chairman, UPPCL.
- b) Chairman may seek advice of a retired judge from the Hon. High Court / Hon. Supreme Court, if so required, at his discretion.
- c) In the event that the contractor(s) or vendor(s) is/are not satisfied by the proposed solution, they may refer the matter to a High-Level Committee (HLC).
- d) In order to deal with such disputes, one or more HLCs may be set up by UPPCL comprising the following members:
 - i. Former/ retired officer of the rank of Additional Chief Secretary to the Government of UP or above.
 - ii. Sector expert, either retired or serving, having substantial domain knowledge of project development, execution and O&M of distribution systems not below the rank of Director of UPPCL.
 - iii. Expert in finance and taxation, commercial or mercantile law, as applicable, with experience in a senior position in the sector/financial institutions, not below the rank of Director of UPPCL.
- e) In exceptional cases, the Chairman, UPPCL, may provide that the HLC will be headed by a retired judge of Hon. High Court / Hon. Supreme Court with the other three members as mentioned in para iii(d) above.

15.15.4 In case, the parties opt for mediation, then the dispute shall be settled as per the provisions of the Mediation Act, 2023, in which case the procedure, as under, may be followed:

- a) The parties may negotiate the matter and place a tentative solution before the MD or Chairman UPPCL or CCIE or HLC (as the case may be), or
- b) The parties may conduct the mediation through a mediator and then place the mediated agreement before the MD or Chairman UPPCL or CCIE or HLC (as the case may be), or
- c) The parties may use the CCIE or the HLC, as the case may be, itself as a mediator.

15.15.5 Notwithstanding the above, in case(s) so necessitated, Chairman is authorized to exempt the application of this order and to include the Arbitration clause in a contract, subject to his prior approval in writing.

15.16 Force Majeure Definition

- 15.16.1 Force Majeure means any of the following events or circumstances if such events or circumstances are beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming Force Majeure and which results in such party's liability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part in the area of work assigned to it as per the Agreement
- 15.16.2 Strike lockouts or other industrial disputes or disturbances.
- 15.16.3 Act of foreign enemy, war (whether declared or undeclared), revolution, civil commotion, terrorist Act, blockage, insurrection or events such as arson, disturbance of public order, sabotage, explosion and Act of vandalism.
- 15.16.4 Lightning, storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.
- 15.16.5 Any legislation, law, directive, regulation, rule, decree, order, restraint or other action (including expropriation or compulsory acquisition) by a Public Sector entity or other governments and all supra-national, national or local agencies, authorities' departments, ministries and officials.
- 15.16.6 Note: Financial inability to perform or changes in market conditions shall not constitute an event of Force Majeure.

15.17 Effect of Force Majeure

- 15.17.1 In the event either party is rendered unable by reason of an event of Force Majeure in effect after the date thereof to perform wholly or in part, any obligation imposed upon it, then upon such Party's giving prompt notice the obligations of such party shall be suspended or excused to the extent affected by such event of Force Majeure.
- 15.17.2 Time for performance of the relative obligations suspended by the force Majeure shall then be extended by the period of delay, which is directly caused by the event of Force majeure. The party giving such, notice shall be excused from timely performance of its obligations for so long, as the relevant, event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party affected by the Force Majeure, makes due efforts to negate the effect thereof to fulfil its obligations.

15.18 Conduct of Agency's Staff

- 15.18.1 The agency will be responsible for the integrity of the person deployed in the field/office. The details of persons visiting the consumer premises should be made available to the concerned Executive Engineer of the DISCOM. The character verification of the employee or the person shall be got done by the firm from the police before start of the works and the same shall be submitted to concerned Executive Engineer. Photo Identity cards shall be issued by the firm after character verification by Police. The photo identity card shall bear the inscription "Agency's employee authorized to take meter reading" beneath which the concerning Executive Engineer shall counter sign along with his official seal. The agency shall be solely responsible for any misuse of the identity card and shall indemnify DISCOM for any loss / liability accruing on account of its misuse.
- 15.18.2 In the event where an employee or any person deputed by the agency is found by the DISCOM to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings, manipulation of the bill amount, embezzlement of revenue or any other activity which causes direct or indirect loss to DISCOM or its property, reputation etc, the contract with the agency may be terminated after giving a notice and the performance security amount will be forfeited. Apart from the Performance Security Amount the agency will also have to pay penalty for the revenue lost by DISCOM due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by Director(Commercial) of the DISCOM and it will be binding on the agency.
- 15.18.3 If any of the Agency's employees shall, in the opinion of DISCOM, be guilty of any misconduct or incompetence or negligence, then if so directed by DISCOM, the agency shall at once remove such employee and replace him by a qualified and competent substitute after completing the required formalities. The employee so removed shall not be put in service again in any area & his identity card shall be surrendered to the concerned E.E.

15.19 Confidential Information

- 15.19.1 Both Agency and Discom undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.
- 15.19.2 After the entering of the contract Discom and the Agency shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Agency may furnish to its sub Agency such documents, data, and other information it receives from Discom to the extent required for the sub Agency to perform its work under the Contract, in which event the Agency shall obtain from such sub Agency an undertaking of confidentiality similar to that imposed on the Agency under this Clause.
- 15.19.3 Discom shall not use such documents, data, and other information received from the Agency for any purposes unrelated to the Contract. Similarly, the Agency shall not use

such documents, data, and other information received from Discom for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- 15.19.4 The obligation of a Party under Clauses above, however, shall not apply:
- a) Discom or Agency need to share with the institutions participating in the financing of the Contract;
 - b) now or hereafter enters the public domain through no fault of that Party;
 - c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
 - d) Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.
- 15.19.5 The above provisions of this section shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 15.19.6 Each of the Parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and sub- Agency.
- 15.19.7 The provisions of this Section survive completion of the period of the contract or upto the date of termination of contract, for whatever reason, of the Contract
- 15.19.8 All MRI raw data, processed MRI data, billing data, consumer master data, exception reports, analytics, ATR data, dashboard data, application logs, audit trails, geo-tagged photographs, video recordings, GPS coordinates, consumer contact details, billing history, load survey data, tamper/event data and all metadata generated, collected, processed or stored during execution of the contract shall remain the sole and exclusive property of PuVVNL. The agency shall have to execute Non-Disclosure Agreement as per annexure-18 within 7 days of issuance of LoI.

15.20 Liability / Indemnity

- 15.20.1 The Agency hereby agrees to indemnify DISCOMS, for all conditions and situation mentioned in this clause, in a form and manner acceptable to DISCOMS. The Agency agrees to indemnify DISCOMS and its officer's servant agents (DISCOMS Indemnified Persons) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
- a) Any negligence or wrongful act or omission by the Agency or its agents or employees or any third Party associated with Agency in connection with or incidental to this Contract; or
 - b) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the Services or any part thereof.
- 15.20.2 The Agency shall also indemnify UPPCL against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.
- 15.20.3 The Agency shall fully indemnify, hold harmless and defend DISCOMS Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands,

liabilities and damages which DISCOMS Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to Services, information, design or process supplied or used by the Agency in performing the Agency's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Agency shall promptly make every reasonable effort to secure for Discom a license, at no cost to DISCOMS, authorizing continue dues of the infringing work. If the Agency is unable to secure such license within a reasonable time, the Agency shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. Survival on Termination: The provisions of this Section shall survive upto one year after the period of Termination of the contract.

15.21 Limitation of Liability

- 15.21.1 Bidder shall remain liable for any damages due to its gross negligence within the next two years after the issuance of the provisional acceptance certificate of the contract. The liability of the Bidder under the agreement shall not be limited in any way by any document, information or recommendation provided by any part of the terms of the contract.
- 15.21.2 The amount of liability of the bidder shall be limited to and not exceed 100% of the value of the contract.
- 15.21.3 Consequential loss including indirect damages or loss of profit, business, revenue, goodwill, anticipated savings or data/damages are excluded from the claim for compensation.

15.22 Defence of Claims

- 15.22.1 If any proceedings are brought or any claim is made against Discom arising out of the matters referred to in Scope of Work, Discom shall promptly give the Agency a notice thereof, and the Agency may at its own expense and in Discom's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
- 15.22.2 If the Agency fails to notify Discom within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then Discom shall be free to conduct the same on its own behalf.
- 15.22.3 Discom shall, at the Agency's request afford all available assistance to the Agency in conducting such proceedings or claim, and shall be reimbursed by the Agency for all reasonable expenses incurred in so doing.

15.23 Change in Laws and Regulations

15.23.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the sites are located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Agency has thereby been affected in the performance of any of its obligations under the Contract.

15.24 Waiver

15.24.1 Subject to Severability clause below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract. Neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. The waiver by either Party of a breach or default of any of the provisions of this contract by the other Party shall not be interpreted as:

- a) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or
- b) A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.
- c) Any waiver of a Party's rights powers or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

15.25 Severability

15.25.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

15.26 Notices

15.26.1 All notices and other communications under this contract must be in writing, and must either be mailed through registered email with due acknowledgement or be hand delivered with proof of its having been received.

15.26.2 If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered delivered, when received by the Party to whom the notice is meant and sent for.

15.26.3 All notices under this contract shall be sent to or delivered to the nodal/authorized person as specified by the Parties.

15.26.4 A Notice shall be effective when delivered or from the Notice's effective date whichever is later.

15.27 Sub-Contracting

- 15.27.1 The Agency shall not be permitted to subcontract its obligations under the Contract with Discom. However, scope of work related to auxiliary supply and services may be subcontracted after seeking prior approval of Discom and written confirmation by Discom.

15.28 Change Orders and Contract Amendments

- 15.28.1 PuVVNL may at any time order the Agency through Notice to make changes within the general scope of the Contract
- 15.28.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Agency's receipt of PuVVNL's Change order. No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

15.29 Extensions of Time

- 15.29.1 If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery of the services or Goods & completion of Related Services pursuant to Scope of work and Timelines of this RFP, the Agency shall promptly notify Discom in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Agency's notice Discom shall evaluate the situation and may at its discretion extend the Agency's time for performance in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 15.29.2 Except in case of Force Majeure, as provided in this RFP or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of Discom, any extension granted shall not absolve the Agency from its liability to the pay of liquidated damages.

15.30 Public Disclosure

- 15.30.1 All materials provided to Discom by the Bidder are subject to Country and Uttar Pradesh public disclosure laws such as Right to Information (RTI), etc.
- 15.30.2 The Agency's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless PuVVNL first gives the Agency its written consent.

15.31 Negligence

- 15.29.1 If the Agency shall neglect to execute the work, with due diligence and expeditiously, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the concerned officer of DISCOM in connection with work or shall contravene any provision of Contract the DISCOM may give seven days' notice in writing to the Agency, to make good the failure neglect or contravention pointed of and if the Agency fails to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the DISCOM shall be at liberty to employ other workmen

and forthwith perform such work as the Agency may have neglected to do, or if the DISCOM shall think fit, it shall be lawful to take the work wholly, or in part from the Agency's hands and give it to another person on contract at a reasonable price for the purpose of completing the work or any part thereof, and in that event the DISCOM shall be entitled to recover expenses incurred by it to complete the work from the performance security submitted by the Agency and invoices of the agency.

- 15.29.2 If the cost of executing the work as previously mentioned exceeds the balance due to the Agency, and the Agency fails to make good the deficiency pointed out the DISCOM shall recover it from the Agency in any lawful manner.

15.32 Lien

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

16 Offer for Engagement of Agency

Offer for engagement of Agency for Door to Door MRI Reading, Bill Generation and Bill Distribution. The **Agency must provide, before end date of submission of bid, details of fee and EMD on email id se.i.commercial@puvvn.in mentioning which bid is submitted, on failure of which, technical bid shall not be opened.**

16.1 Part-1: Pre- Qualification Details & Guaranteed Particulars

(To be submitted online with all enclosures and digitally signed.)

To

Superintending Engineer(Commercial)
Purvanchal Vidyut Vitaran Nigam Ltd.,
Vidhut Nagar, BLW, Bhikharipur 221004,
Varanasi.

Subject: -Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, exceptions reporting, bill generation, and delivering the bills in soft and hard copies to consumers.

Dear Sir,

We have perused the RFP for engagement of agency Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom, MRI Analysis, exceptions reporting, bill generation, and delivering the bills in soft and hard copies to consumers. We are submitting our proposal in duplicate with the completed set of enclosures. The details asked for are being submitted as under:

16.1.1 Name and Communication Details

- 1.0 Full Legal Name of the Firm
- 1.1 Registered Office Address
- 1.2 Address for Correspondence
- 1.3 Telegraphic Address
- 1.4 Telephone No.
- 1.5 E-Mail
- 1.6 Fax (Optional)
- 1.7 Authorized Person to be contacted
- 1.8 Names & Address of the Proprietors/Partners

16.1.2 Status

- Is the bidder:
- Indian Resident
 - Indian Company
 - Nature/status of firm (Whether OPC/LLP/Private Ltd./Public Ltd.)

16.1.3 Organizational Capabilities

- a) Field organization and resources for Meter reading, Bill generation, bill serving and bill collection of consumer functions necessary for the proposed job.
- b) Qualification and experience of personnel at different levels.

16.1.4 Financial details for prequalification as per Pre-Qualifying Condition.

- a) Enclose copies of Audited Balance Sheet and Profit and Loss Accounts. Share Capital at the time of formation
 - a. Authorized
 - b. Paid-upShare Capital at present
 - a. Authorized
 - b. Paid-upCash Flow statement.

16.1.5 Experience for pre-qualification as per relevant clause.

Give detailed write-up on experience in Billing and Database Management, meter reading or other type of data collection and serving of bill and collection of bill or similar job. Provide supporting document in respect of experience.

16.1.6 System Proposed

This should include a brief write-up and plans about the proposed efficient instrument for meter's MRI reading, bill generation and bill serving.

16.1.7 Guaranteed Performance:

The bidder may quote better guaranteed performance. Minimum performance standard expected are as follows: -

- a) Maintenance/Updating of database on weekly basis regarding new connections, disconnection and meter replacements.
- b) Frequency of Meter's MRI Reading/Serving of Bill /MRI Data analysis would be done on monthly basis.
- c) Maintenance of cloud based server for MRI data storage and provide web/Mobile based tools for various reports based on MRI data processing & analysis for PUVVNL officials and monthly billing, monthly consumption, demand history & load survey details for consumers.
- d) Time to provide MRI reading/Billing data in printed/softcopy format to the DISCOM within 24 hrs from the date of meter reading.
- e) Time to attend meter reading/billing complaints within 48 hrs.
- f) Time to submit prescribed reports in the formats in hard copy as well as soft copy before 25th day of each month.

16.1.8 Enclosed power of attorney/board resolution in favour of authorized signatory of the bid.

16.1.9 Details of earnest money as detailed in clause 12.10 of the RFP are enclosed herewith.

16.1.10 Validity: 180 days from date of opening of bid part-2.

16.1.11 Other Details

- a) Whether offer has been made to any other state/undertaking for similar venture If yes, Name and details of the venture
- b) Total resources involved Mode of raising finance Current status of Venue
- c) Any other information bidder may like to highlight.

We understand that PuVVNL reserves the right to invite detailed proposal from any entrepreneur company irrespective of the fact whether the company or entrepreneur has been pre-qualified or not at the sole discretion of PuVVNL. We also understand that the PuVVNL reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decision of PuVVNL.

Yours faithfully,

(Authorized Signatory)

Name

Seal and Date:

17 Part-2: Financial Offer

17.1 Price Bid

The Price bid can be filled online by visiting at <https://etender.up.nic.in> up to last date and time of receiving of tender as mentioned in Bid Information Sheet.

- The bidders are required to quote their rates exclusive of GST. GST, as applicable will be admissible extra. Any other existing tax will not be admissible. However, if any new tax is imposed, that would be payable extra.
- The bidders are required to quote their per unit rates for each consumer (MRI billing) in the following format.
- For any exceptional reading, the rates as applicable to that category of normal meter reading will be applicable.
- The bidder has to quote the rate for each line item mentioned in the table. The Approx. No. as mentioned in column A in PUVVNL are provided in Annexure 1 of the RFP. In case if the bidder omits the quote in any of the item, the bid will not be evaluated further and declared as rejected bid.

Per Consumer rates of 05-09 KW (quoted rate) for MRI Billing of different meter types. PUVVNL Discom)							
S. No.	Item Description	Unit	Total Approx. Nos (Monthly) (A)	Yearly Qty. (Approx.)	Rate per unit (without GST) (INR) (B)	Total Amount (without GST) for 01 month (INR) (C)	Total Amount (without GST) for 12 month (INR) (D)
1	2	3	4	5	6	(7) = (4)*(6)	(8) = (7)*12
1	Downloading the meter reading through CMRI/LPR instrument and feeding successfully into UPPCL's appropriate billing system.	Consumer	93,474	11,21,688			
2	Reading of consumer's meter where meter reading could not be done through CMRI instrument and submission of meter reading for billing purpose.	Consumer	944	11328			
3	Generated bills of consumers, using UPPCL's appropriate billing system and deliver the bill to consumers by whatsapp/email/sms within 24 hrs and maintain record of receipt of bill by consumers through email/whatsapp/SMS (mandatory).	Consumer	94,418	11,33,016			
4	Printing of generated bills using UPPCL's authorized billing system and delivery of physical bills to consumers by hand, along with obtaining digital acknowledgment. Additionally, intimation of bills shall be provided through SMS and email, and proper records of bill delivery and acknowledgments shall be maintained (digitally)	Consumer	6,800 for the 1st month which will gradually reduce to 2000 in 4th month of contract and shall thereafter remain fixed at 2,000 for the remaining contract period.	33,600			
5	Analysis of Meter MRI and submission of detailed reports in both soft and hard copies for consumer meters on a rotational (shuffling) basis, to be completed quarterly, ensuring coverage of one-third of consumers each month.	Consumer	31,158	3,73,896			
6	Total amount without GST (INR)						

Annexure- 1**Number of Billable Consumers of 05 kw-09 kw for PUVVNL:**

Discom	Zones	No. of Consumers
PUVVNL	AZAMGARH ZONE	9009
	BASTI ZONE	3701
	GORAKHPUR ZONE 1	11359
	GORAKHPUR ZONE 2	4152
	MIRZAPUR ZONE	4876
	PRAYAGRAJ ZONE 1	16870
	PRAYAGRAJ ZONE 2	5745
	VARANASI ZONE 1	30587
	VARANASI ZONE 2	8119
	AZAMGARH ZONE	9009
	PUVVNL Total	94418

ANNEXURE –2
BID FORM

To,

Superintending Engineer (Commercial)

Purvanchal Vidyut Vitaran Nigam Ltd., Vidhut Nagar,

BLW, Bhikharipur, Varanasi.

Dear Sir,

1. We understand that Discom is desirous of awarding the contract for (Name of the Work) work in its licensed power distribution areas.
2. Having examined the Tender Documents for the above-named works, we the undersigned, offer to deliver the services in full conformity with the Terms and Conditions, & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire services as per schedule mentioned in the RFP.
4. If our Bid is accepted, we will furnish a Contract Cum Performance e-Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.
5. We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we are aware of the provision of all Laws associated with the supply of equipment/materials or Services and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that Discom is not bound to accept the lowest, or any bid Discom may receive.
9. A sum of Rs. _____ in the form of in favor of the xxxx, Discom, is enclosed with Part-I of the offer as earnest money.
10. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
11. We do hereby agree and shall abide the terms of bid documents/agreement, in full.

Date:

Witness:

(Name & Signature)

Address

ANNEXURE – 3
BIDDER’S DETAILS

S.No.	Item	Description
1	Bidder Name	
2	Vendor Code (If Registered)	
3	Organization Type (company/society etc.)	
4	Registered Office Address	
5	Name of Chairperson /Contact	
6	Name & Designation of Authorised person	
7	Contact No.	
8	Email ID	
9	Other Office Address	
10	Website	
11	ISO certification	
12	PAN	
13	PF/ESI	
14	GST	
15	GST Registration Date	
16	MSME Registration Number	
17	Turn Over FY 2021-22 (Rs. Cr.)	
18	Turn Over FY 2022-23 (Rs. Cr.)	
19	Turn Over FY 2023-24 (Rs. Cr.)	
20	Turn Over FY 2024-25 (Rs. Cr.)	
21	Turn Over FY 2025-26 (Rs. Cr.)	
22	Net worth (Rs Cr.) as per Audited Accounts of FY 2025-26	
23	Liquid Assets (Rs Cr.) as per bank.	

ANNEXURE – 4
EMD e-BANK GUARANTEE
(To be submitted with Bid Part-I)

(For depositing earnest money in case, the amount for deposit exceeds Rs. 5,000.00 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 or as per present Act and should be checked by the tenderer at the time of issuing the e-Bank Guarantee for any change in the Stamp value.)

To,
Administrative Officer
For Managing Director,
Purvanchal Vidyut Vitran Nigam Limited,
Varanasi

Sir,

WHEREAS, M/s _____ incorporated under the Indian Companies Act, 1956/2013 or Registration of Societies Act or the Limited Liability Partnership Act 2008, having its registered office at (hereinafter called “Bidder”) has in response to your Tender Notice against specification numberfor.....offered to render services as contained in the Tender Specifications.

AND WHEREAS the Bidder is required to furnish you an e-Bank Guarantee for the sum of Rs. as earnest money deposit against the Bidder’s offer as aforesaid.

AND WHEREAS we _____ (name and full address of the Bank) have at the request of the Bidder agreed to give you the guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the undersigned hereby covenant that the aforesaid tender of the bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the bidder may subsequently agree and if the bidder shall for any reason back out whether expressly or implied from the said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs on demand notwithstanding the existence of any dispute between Purvanchal Vidyut Vitaran Nigam Ltd., Varanasi (hereinafter called “Discom”) and the bidder, in this regard AND we hereby further agree as follows:

- i.** That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the bidder.
- ii.** That guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the bidder.
- iii.** That any account settled between you and the bidder shall be conclusively evident against us of the amount due hereunder and shall, not be questioned by us.

- iv. That this guarantee commences from the date hereof and shall remain in force till 180 days from Bid opening date as per the tender conditions.
- v. Notwithstanding anything contained above liability of the Guarantor hereunder is restricted to the said sum of Rs. and this guarantee shall expire on the day of 202_. Unless a claim under the guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and we shall be discharged from the guarantee.
- vi. That the expressions 'Bidder' and 'Discom' herein used shall, unless such Interpretation is repugnant to the subject or context include their respective successors and assigns.

We (Name of Bank) lastly undertake to pay to the Discom any money so demanded without any demur or protest notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

NOTE: - *The e-Bank guarantee should be exactly in this proforma without making any change or deletion.*

Date:

(Stamp & signature of the bank)

Signature of the witness(s)

e)

f)

ANNEXURE – 5
PROFORMA OF CONTRACT CUM PERFORMANCE e-BANK
GUARANTEE

(TO BE ISSUED ON APPROPRIATE VALUE OF STAMP PAPER)

This Guarantee made at..... this [] day of [] 2026

1. WHEREAS M/s incorporated under the provisions of Companies Act, 1956 having its Registered Office at, India hereinafter referred to as the “Discom”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Discom has entered into a contract for..... (Please specify the nature of contract here) vide Contract No. dated..... (here in after referred to as the “Contract”) with M/s, (hereinafter referred to as “Agency”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause of General Conditions of Contract, the Agency is obliged to provide to the Discom an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [] (*pl. specify the name of Bank*) having its head/registered office at [] through its branch in..... (*pl. specify the name of Branch through which B.G is issued*) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Discom granting the Agency the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Discom any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.].....(in words) without any demur, reservation, contest or protest and/or without reference to the Agency and without the Discom needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Discom to invoke this Guarantee and as to whether the Agency has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Discom of the amounts payable by the Bank to the Discom shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Agency or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Discom at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Agency notwithstanding any other security or other guarantee that the Discom may have in relation to the Agency’s liabilities.
7. The Bank hereby waives the necessity for the Discom first demanding the aforesaid amounts or any part thereof from the Agency before making payment to the Discom and further also waives any right the Bank may have of first requiring the Discom to use its legal remedies against the Agency, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank’s obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank’s obligations shall not be reduced by any failure by the Discom to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Discom that the Discom shall be at liberty, without the Bank’s consent and without affecting in any manner its rights and the Bank’s obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Discom against the Agency under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Agency under the Contract; and the Bank shall not be relieved from its liability by reason of any such act or

omission on the part of the Discom or any indulgence shown by the Discom to the Agency or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

- 10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Agency, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Agency or any of them or any other circumstances whatsoever.
- 11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Discom to secure the performance of the obligations of the Agency under the Contract.
- 12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to..... (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on.... (pl. specify date) or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
- 13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- 14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Discom and agrees that any change in the constitution of the Bank or the Agency shall not discharge our liability hereunder.
- 15. Discom may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
- 16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of , India.

(Signature)
 (Name).....
 (Designation with Bank Stamp)
 Attorney as per Power of Attorney No.....
 Date.....

Beneficiary's bank detail with IFSC Code:
Beneficiary Name :
Bank Name :
A/c No. :
IFSC Code :

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

- 1. Bank Email ID..... Bank Phone No
- 2. Bank Local Address/Branch Address (through which this BG is issued)-----

- 3. Bank Head Office Address-----

ANNEXURE – 6

NO DEVIATION DECLARATION

(Covering Letter shall be on the official letterhead of the Bidder)

[Reference No.]

From:

[Address of the Bidder]

To,

Superintending Engineer (Commercial)

Purvanchal Vidyut Vitran Nigam Limited,

Vidhut Nagar, BLW, Bhikharipur, Varanasi.

With reference to above, this is to confirm that as per RFP number..... conditions, we have, before submission of our offer examined the job content & site conditions etc.

We also confirm that we have not changed/ modified the Bid document as appeared in the website/ issued by you along with amendments and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from clauses together with other references as enumerated in the above referred RFP.

We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to all clauses of the bid document. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted offer in accordance with instructions as provided in the bid document and as per aforesaid references

We further confirm that any deviation, variation or additional condition etc., or any mention contrary to Bidding Documents and its Amendment (s)/ clarification(s)/ Addenda/ Errata (if any) as mentioned above found anywhere in our Bid and/ or financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Discom.

Authorised Person's Signature:

Authorised Person's Name & Designation:

Date :

Please Note: In case any deviation is found in the bid submitted by the bidder, their bids are liable for rejection

ANNEXURE – 7
BIDDER’S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

<u>GENERAL INFORMATION</u>	
NAME OF BIDDER	
POSTAL ADDRESS	

<u>FOR TECHNICAL QUERY:</u>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

<u>FOR COMMERCIAL QUERY:</u>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

***Note:** No communication shall be entertained from any other email id, except as mentioned above. Bidder needs to inform the Discom if any changes in the email id on their letter head duly signed by the authorized signatory.*

ANNEXURE – 8

Declaration

(To be executed on a non-judicial stamp paper of Rs.10/- with a revenue stamp of 1 Rupee affixed)

Tender invited by Superintending Engineer (Commercial), PuVVNL, Varanasi.

Tender for "Development of MRI based Billing for 05 kw to 09 kw (Excluding PTW) Consumers in PuVVNL Discom..... (Name of Bidder) Specification No.....,

Date of opening ____

IN CONSIDERATION of the Discom having treated the bidder to be an eligible person whose tender may be considered, the Bidder hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 180 days (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the bidder does, withdraw his proposal within the said period, the Earnest money deposited by him may be forfeited by the Discom and at the discretion of the Purchaser, the Purchaser may debar the Bidder from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Date:

Witness:

Name:

Signature:

Address:

ANNEXURE – 9
Form of the Agreement

THIS AGREEMENT is made on this ____day of ____(Month), ____ (Year), between ____ of _____(hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and __ of__ (hereinafter called “the Agency ”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Discom had invited bids for certain Services, viz., ____ (e.g. Name of bid) vide their RFP number ____, dated _____

AND WHEREAS various applications were received pursuant to the said bid, the Discom has accepted a Bid submitted by the Agency for providing those Services and declared Lowest Bidder for the works and the Purchaser has issued the Letter of Intent bearing reference number dated.....to the Agency for the Package for providing the service for the sum of _____(hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Tender/RFP Specifications referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Detailed award of contract;
 - b. The Service level agreement;
 - c. The RFP
 - d. The Purchaser’s Letter of Intent issued to the Agency for Award of Contract & its acceptance
 - e. Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Agency;
 - f. All Annexure, amendments and communications
 - g. Acceptance of purchaser’s notification

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Agency as indicated in this Agreement, the Agency hereby covenants with the Purchaser to provide the Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in

accordance with all the prevalent laws of India and State of Uttar Pradesh on the day, month and year indicated above.

Witness-1

Witness-2

Annexure- 10

Pre-Qualification Details of the Bidder (Technical)

Tender Specification No[.....]

1. Name of Applicant / Company /Firm
2. Type of the organization of bidder: (Proprietorship/partnership/Company)
3. Details of Registration with appropriate authorities (enclose the copies); Certificate of Incorporation /Registration under Companies Act, 1956/2013, and the Limited Liability Partnership Act 2008
4. Address & phone No.
 - a. Registered Office
 - b. Head Office
5. Experience of Execution of the contracts.

Note: Performance certificate is to be enclosed.

Abstract of the key assignments to meet qualification criteria

Sl. No.	Name of Assignment	Name of client & Location	Date of Award	No of Consumers catered to	Date of Completion	Contract Value(in Rs. Crore)	Brief scope of work executed

<Detailed Performa for each assignment to be filled and attached as well>

Proforma for Details of qualifying projects

(To be filled in by the bidder)

Project Name	
Location	
Type of Project	
Name & Address of Client	
Date of Letter of Intent/ Work Order	
No. of customers catered to	
Brief Description of Project	
Confirm attachment of Work Order	
Confirm attachment of satisfactory work completion certificate from Client	
Type of Document attached	

Signature of Authorized Signatory

Annexure- 11

Pre-Qualification Details of the Bidder (Financial)

Tender Specification No.- [.....]

- Name of Applicant / Company /Firm
- MAAT:

S1. No	Financial Year	Annual Turnover as per Audited Balance Sheet. (in INR Cr.)
1	2021-22	*****
2	2022-23	*****
3	2023-24	*****
4	2024-25	*****
5	2025-26	*****
Avg. of Best 3 out of 5		*****

- For MRI related Turnover for last three FY:-

S1. No	Financial Year	Turnover as per CA Certificate. (in INR Cr.)
1	2023-24	*****
2	2024-25	*****
3	2025-26	*****
Best out of 3		*****

- Liquid Assets As per Bank Certificate:-

S1. No.	Liquid Assets (in INR Cr.)	Amount (in INR Cr.)
1.	Cash in Hand	*****
2.	Cash at Bank	*****
3.	Trade Receivable to the extent not considered doubtful	*****
4.	(-) Trade payable	(*****)
Total —		*****

- For Unutilized Fund:-

S1. No.	Particulare	Amount (in INR)
1.	Fund based Limit	*****
2.	(-) Utilised as on above date	*****
Total —		*****

6. Net Worth:

Sl. No.	Particulars	Amount (In Rs. Cr.)
01	Paid-up share capital	
02	Free Reserves excluding the reserves created out of the following; i. Revaluation of assets. ii. Write Back of depreciation Provisions. iii. Amalgamation. iv. Capital Reserve	
03	Less, P&1. A/C (Debit balance)	
04	Less. Miscellaneous Expenses to the extent not written off.	
05	Total: (5=1+2-3-4)	

Full Signature:
Name:
Designation:
Date :
Seal of the Company/Firm

Annexure-12
Affidavit of Bidder

WHEREAS the Purvanchal Vidyut Vitran Nigam Limited, a subsidiary of Uttar Pradesh Power Corporation Limited has floated a Tender Noinviting bids from eligible bidders to participate in the bid.

AND

WHEREAS M/shaving its registered office at (briefly "Bidder") has offered to participate in the bid in response to the said Tender No of UPPCL.

AND

WHEREAS the said Tender No..... of UPPCL requires the Bidder to solemnly affirm that, the bidder does not stand currently debarred/ blacklisted by Government of India/Government of Uttar Pradesh/Central PSUs/State PSUs of any State of India.

AND

WHEREAS the said Tender Noof UPPCL requires the Bidder to solemnly affirm that, the bidder has no litigation pending against the corporation.

AND

WHEREAS the said Tender Noof UPPCL requires the Bidder to solemnly affirm the correctness of the document and information furnished in its bid, so offered to UPPCL.

NOW THEREFORE, in response to the above requirement, and having been duly authorized by the Bidder, I Sri/ Mrs. aged about..... years, Son/Daughter/Wife of Sri/Mrs....., at present working as of M/s...(The Bidder) do hereby solemnly affirm and state as follows:

1. That I am competent and have been duly authorized by the bidder, M/s to swear this affidavit on its behalf.
2. That the bidder does not stand currently debarred/ blacklisted by Government of India/Government of Uttar Pradesh/Central PSUs/State PSUs of any State of India.
3. That the bidder is not having any litigation pending against the corporation.
4. That the documents and information furnished by the bidder in this bid offered are correct.
5. That in the event any document and information as furnished by the Bidder is not correct at any time, UPPCL/PUVVNL shall be competent and at liberty without any show cause to the Bidder to terminate its Contract Agreement with the bidder.
6. That the affirmation made herein above is/are correct and true and nothing stated herein is wrong.

Identified by

DEPONENT

Place-

Date-

(This form shall be duly filled-up, signed by the bidder. & uploaded as an attachment)

Annexure- 13

Format for providing Profile of Proposed Team members

Curriculum Vitae (CVs)

The format for submission of CV's of Team Leader/Key Personnel: _____

Proposed Position (Principal Consultant, Senior Consultant, Consultant etc.):						
Skill Set (Program Management/ TechnologyManagement/ChangeManagement/ Financial Management etc. / Cloud) :				Name of the Firm :		
Name (Insert full Name):				Date of birth:		
Professional Experience: From [year]: To Year: Purchaser: Position Held:				Countries of Work Experience: (List _____ of Countries where staff has worked in last 10 years, if Applicable)		
				Membership of Professional Associations / Societies		
Educational Background : (Graduation and Post Graduation Only)				Language Proficiency: (E-Excellent) (G-Good) (F-Fair)		
Degree	Year	University		Read	Write	Speak
			Hindi			
			English			
			Other			

Summary of Key Trainings and Certifications. : _____
--

From	To	Company / Project / Position / Relevant technical and Management experience
		Name of assignment or project: Location: Client: Positions Held: Activities performed:
Any Other Information		

Signature: _____

Date: _____

Full Name: _____

Address:

Annexure- 14 Service Level Agreement

S. No.	Reference to	Parameter	Service Level Requirements (SLRs)	Incentive	Penalty for failure to achieve stated SLRs										
1	MRI Billing and Bill distribution	MRI read as a percentage of total billable consumers per billing cycle	Targets to be completed by 15 th day of each calendar month (Downloading of MRI to be completed by 12 th of every month)	NIL	The penalty shall be as follows: <table border="1"> <thead> <tr> <th>Actual Billing, if shortfall against the target is:</th> <th>Rate of Penalty @ No. of Times of the awarded Rate payable for MRI billing.</th> </tr> </thead> <tbody> <tr> <td>Less than 2%</td> <td>0</td> </tr> <tr> <td>From 3 % to less than 5%</td> <td>5%</td> </tr> <tr> <td>From 6 % to less than 10%</td> <td>10%</td> </tr> <tr> <td>Equal to or more than 10%</td> <td>20%</td> </tr> </tbody> </table>	Actual Billing, if shortfall against the target is:	Rate of Penalty @ No. of Times of the awarded Rate payable for MRI billing.	Less than 2%	0	From 3 % to less than 5%	5%	From 6 % to less than 10%	10%	Equal to or more than 10%	20%
Actual Billing, if shortfall against the target is:	Rate of Penalty @ No. of Times of the awarded Rate payable for MRI billing.														
Less than 2%	0														
From 3 % to less than 5%	5%														
From 6 % to less than 10%	10%														
Equal to or more than 10%	20%														
2	Monthly activity	Master data updating, exception reporting, Various reports based on MRI data analysis	100% Compliance within 1 st week of the preceding month	NIL	Penalty of Rs. 500/-per activity per day.										
3	Error in creation/processing/update of bill/report/database	Processing of bill/report/database	0% error	NIL	Penalty of Rs. 500/- per error.										

4	Reporting of faulty meters, burnt meters, damaged /faulty cable or any obvious thing leading to theft of electricity	Locating & informing to EE-Dist./EE-Test about faulty meters, burnt meters, damaged /faulty cable or any obvious thing leading to theft of electricity	Same day/24 hours	NIL	@2 times the awarded rates per consumer meter
5	Development of mobile app/web-tools for consumers/officers of PUVVNL	Agency is required to develop an mobile app/web-tools for consumers/officers of PUVVNL	Within 1 months of issuing of LOI	NIL	Deduction of penalty of 5% on the invoice raised each month

Note:

- I. In case, it has been established that the meter reader is involved in malpractices, the agency shall remove such meter reader from service and FIR against the meter reader shall be lodged by the agency, failing which FIR may be lodged against the agency by DISCOM. The culprit meter readers shall be debarred from further deployment in DISCOM for meter reading or any work. The removal of such meter reader shall be verified by the Division Engineer.
- II. In case any penalty is imposed by the Regulator/Government/ Any other judicial authority or compensation thereof decided by the Concerned authority, on the employee related to service /scope of work as per this bid document, then the same shall be passed on to the agency without any ceiling.
- III. The bidder should be responsible for all compensation to be given to any of his employee if any.
- IV. The bidder shall be responsible for any mishap/accident to his employees solely.

Annexure- 15

Report Formats to be provided the agency to the concerned Divisions /Circle /Zone/ Discom on monthly basis and in case of repetition of exception, last ATR provided by concerned Distribution divisions or test division should also be inserted in additional last column of each report: -

1. Load Utilization report

S N O	ACCOU NT NO	CONSU MER NAME	ADDRE SS	CONTR ACT LOAD	METER NUMB ER	MET ER MF	PROCE SS NAME	RTC DA TE	Peek_Hrs					Off_Peek_Hr				
									No Loa d	No Supp ly	0 to 20 % of CD	20 to 50 % of CD	50 to 80 % of CD	80 to 100 % of CD	Abo ve 100 % of CD	No Loa d	No Supp ly	0 to 20 % of CD

2. EXCESS DEMAND REPORT

ACCO UNT NO	Age ing	ZO NE	CIR CLE	DIVIS ION	SUB- DIVIS ION	ACTI VITY	SUP PLY TYP E	CON SUM ER NAME	ADD RESS	CON TRAC T LOAD	LO AD UN IT	CONNE CTION TYPE	MET ER NUM BER	ME TER MA KE	ME TER -MF	EXCE SS DEM AND JAN- 2025	EXCE SS DEM AND (%) JAN- 2025	EXCE SS DEM AND DEC- 2024	EXCE SS DEM AND (%) DEC- 2024	EXCESS DEMAN DNOV- 2024	EXCE SS DEM AND (%) NOV- 2024
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3. Consumption Comparison

ACCO UNT NO	AGEI NG	ZO NE	CIR CLE	DIVIS ION	SUB- DIVIS ION	ACTI VITY	SUP PLY TYP E	CON SUM ER NAME	ADD RESS	CON TRAC T LOAD	LO AD UN IT	MAI N MET ER NO	POL E MET ER NO	MA IN MF	PO LE MF	CONSUM PTION (MAIN) JAN-2026	CONSUM PTION (POLE) JAN-2026	COMP ARE MONT H	DI FF	REM ARK
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4. Load Factor Buckets Report

ACCOU TNO	ZON E	CIRCL E	DIVISIO N	SUB- DIVISIO N	ACTIVIT YNAME	TARIF NAM E	CONSUME RNAME	ADDRES S	CONTRAC TLOAD	CONTRAC TLOAD UNIT	METER NUMBE R	M F	CONSUMPTIO N KVAH	KV A	LOAD FACTO R	LOAD FACTOR CATEGOR Y
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5. Low Consumption Excess Demand Report

ACCO UNT NO	AGE ING	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	A C T I V I T Y	S U P P L Y T P E	C O N S U M E R N A M E	A D D R E S S	C O N T R A C T L O A D	L O A D U N I T	C O N N E C T I O N T Y P E	M E T E R _ N U M B E R	M E T E R M A K E	M E T E R	M F	C O M P O N	C O N S U M P T I O N J A N - 2 0 2 5	T E N T A T I V E C O N S U M P T I O N J A N - 2 0 2 5	M A X D E M A N D (' K V A H ') J A N - 2 0 2 5	D E M A N D (%) J A N - 2 0 2 5
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6. Month on Month Comparison report

ACCO UNT NO	AGE ING	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	A C T I V I T Y	S U P P L Y T P E	C O N S U M E R N A M E	A D D R E S S	C O N T R A C T L O A D	L O A D U N I T	C O N N E C T I O N _ T Y P E	M E T E R N U M B E R	M F	C O M P O N	L A S T C O N S U M P T I O N O C T - 2 0 2 4	C U R R E N T C O N S U M P T I O N N O V - 2 0 2 4	D I F F %
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7. Season Wise Consumption Comparison with last year

ACCO UNT NO	C O N S U M E R N A M E	A D D R E S S	C O N T R A C T L O A D	M E T E R N U M B E R	M F	A C T I V I T Y N A M E	T R A I F F N A M E	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	S U M M E R S E A S O N (2 0 2 4)	W I N T E R S E A S O N (2 0 2 4)	R A I N Y S E A S O N (2 0 2 4)	S U M M E R S E A S O N (2 0 2 3)	W I N T E R S E A S O N (2 0 2 3)	R A I N Y S E A S O N (2 0 2 3)
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8. Events Reports with Count & duration for All Tamper events as desired

ACCO UNT _ N O	A G E I N G _ C O U N T	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	A C T I V I T Y _ N A M E	T A R I F F _ N A M E	C O N S U M E R _ N A M E	A D D R E S S	C O N T R A C T _ L O A D	C O N T R A C T _ L O A D _ U N I T	M E T E R _ N U M B E R	M F	E V E N T _ N A M E	T A M P E R _ C O U N T	T A M P E R _ D U R A T I O N
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9. Current Available Voltage Low report (with duration from load survey)

ACCO UNT _ N O	C O U N T	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	A C T I V I T Y _ N A M E	S U P P L Y T P E	C O N S U M E R _ N A M E	A D D R E S S	C O N T R A C T _ L O A D	U N I T	C O N N E C T I O N T Y P E	M E T E R _ N U M B E R	M E T E R M A K E	M F	M E T E R	I R	I Y	I B	V R	V Y	V B	T O T A L _ H _ C O U N T	I R R E G U L A R I T Y	I R R E G U L A R I T Y _ P E R	M O N T H	R T C D A T E
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10. Day/Night Consumption comparison

ACCO UNT NO	ZO NE	CIR CLE	DIVISI ON	SUB-DIVISI ON	ACTIV ITY	SUP PLY TYPE	CONSU MER NAME	ADDR ESS	METE R NUM BER	MET ER MA KE	MET ER	M F	CONTR ACT LOAD UNIT	CONNEC TION TYPE	NO OF DA YS	TOTAL CONSUM PTION DAY	TOTAL CONSUM PTION NIGHT	DI FF %
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11. Day/Night Demand Comparison

ACCO UNT NO	ZO NE	CIR CLE	DIVISI ON	SUB-DIVISI ON	ACTIV ITY	SUP PLY TYPE	CONSU MER NAME	ADDR ESS	MET ER NUM BER	MET ER MA KE	MET ER	M F	CONTR ACT LOAD UNIT	CONNEC TION TYPE	CONTR ACT LOAD	CONTR ACT LOAD UNIT1	N O OF DA YS	DAY MAX DEM AND (DEC- 2024)	NIGH T MAX DEM AND (DEC- 2024)	DI FF %
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12. Voltage Available Current Zero report (with duration from load survey)

ACC OU NT_ NO	A G E I N G	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	ACTI VITY _NA ME	S U P P L Y T Y P E	CON SUM ER_ NAME	A D D R E S S	CON TRA CT_ LOAD	U N I T	CO NN E C T I O N T Y P E	MET ER_ NU M B E R	MET ER M A K E	M F	MET ER	I R	I Y	I B	V R	V Y	V B	TOT AL_ H1_ CO UNT	IRR EG U L A R I T Y	IRR EG U L A R I T Y_ PER	M O N T H	R T C D A T E
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13. Voltage imbalance report (with duration from load survey)

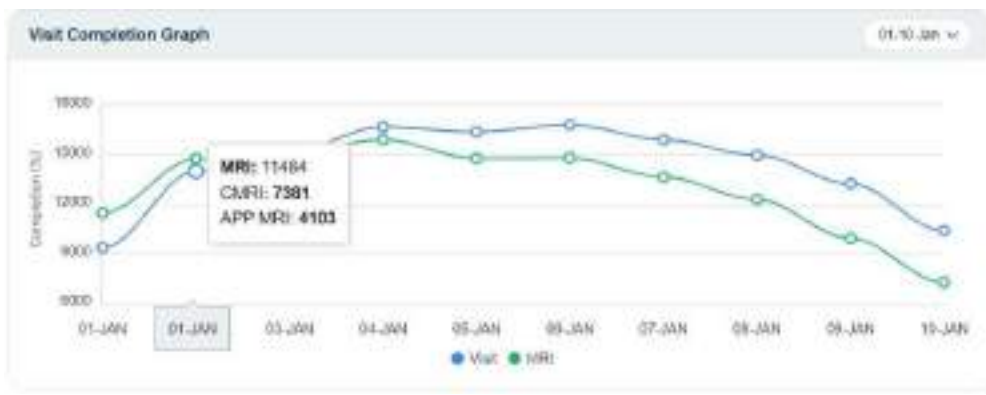
AC CO UN T_ NO	Z O N E	C I R C L E	D I V I S I O N	S U B - D I V I S I O N	ACTI VITY _NA ME	S U P P L Y T Y P E	CON SUM ER_ NAME	A D D R E S S	CON TRA CT_ LOAD	U N I T	MET ER_ NUM B E R	MET ER M A K E	M F	A V G I R	A V G I Y	A V G I B	A V G V R	A V G V Y	A V G V B	VR _D I F F _P ER	V Y	VY _D I F F _P ER	V B	VB _D I F F _P ER	TOT AL_ H1_ CO UNT	IR RE GU L A R I T Y	IRR EG U L A R I T Y_ PER	M O N T H _N A M E	R T C D A T E
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14. Average Supply hour Report

ACCO UNT NO	ZO NE	CIR CLE	DIVISI ON	SUB-DIVISI ON	ACTIV ITY	SUP PLY TYPE	CONSU MER NAME	ADDR ESS	METE R NUM BER	MET ER MA KE	MET ER	M F	CONTR ACT LOAD	UN IT	CONNEC TION TYPE	TOT AL S DAY S	TOTAL SUPPL Y RECEI VED IS COUN T	AVG SUPPLY HRS PER DAY(HH: MM)
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Annexure- 16

Following Dashboard graphic interface but not limited to, would be provided by the agency for their cloud based web-portal/mobile app for interactive graphic design. Various reports/data analysis/ billing status or MIS would be as per concerned office in Discom hierarchy. These graphic design can be modified by Discom as per its requirement: -





Billing / Revenue Reports



Agency Revenue > Complete Report > Report

Report Type

Choose Report: Billing Summary (Total) [Dropdown]

Apply Filters

Division: [Dropdown]

Functional Unit: [Dropdown]

BY Yr: [Dropdown]

Start: [Dropdown]

Connection Type: [Dropdown]

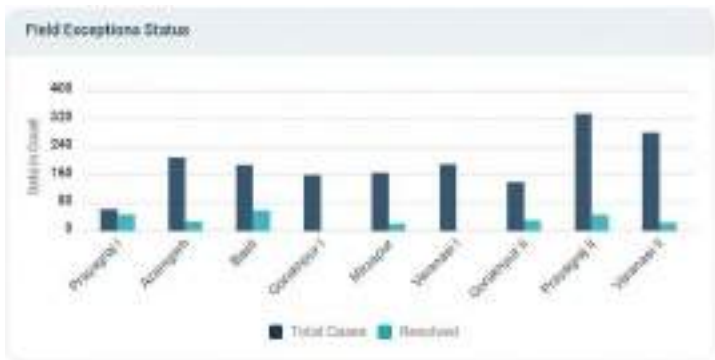
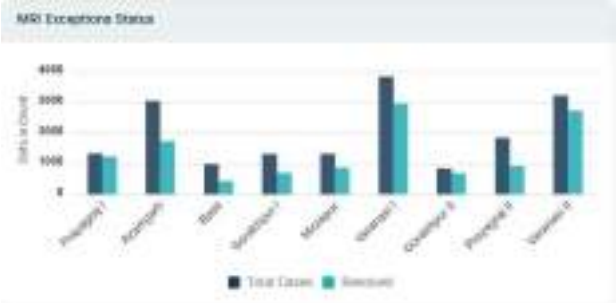
Download

Billing Summary (Total)
 Billing Summary (POT)
 Non-GAAP report
 Revenue Exception Report
 MRI Exception Report
 Installed Customers Report
 Negative Assessment Report
 Full Payment Report
 Payment Delinquent Report
 High Value BCS Report
 Complete report
 Overview activity
 Billing Summary (POT) & (POT)

Clock: [Dropdown] Select [Dropdown] Select [Dropdown]
 Billing Cycle: [Dropdown] Select [Dropdown] Select [Dropdown]

Total MRI Exceptions 17799	Non-MRI Exceptions 1725
ATR Pending 5542	ATR Done 12257
ATR Pending 1481	ATR Done 244

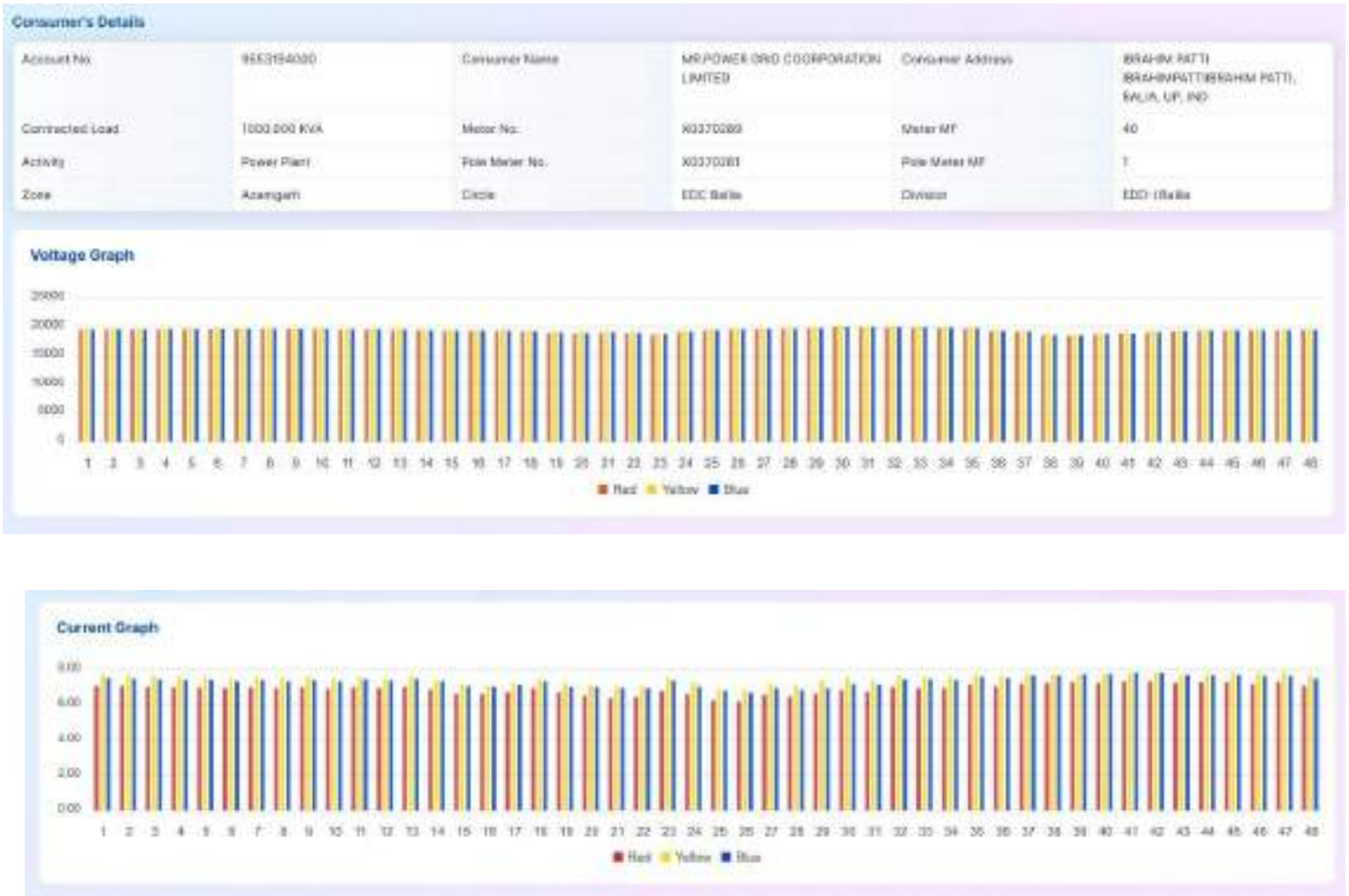
Current Month Assessment ()
87.92 Lac

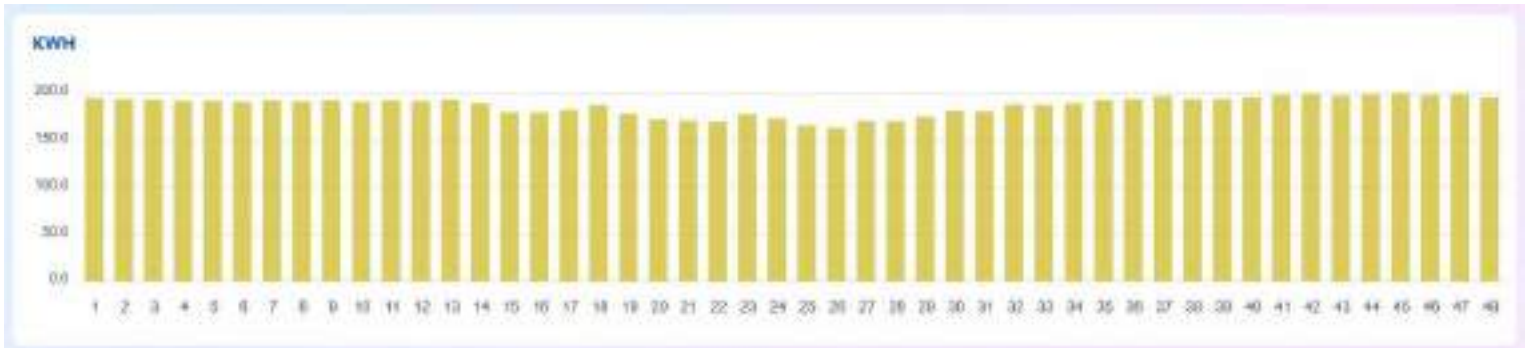
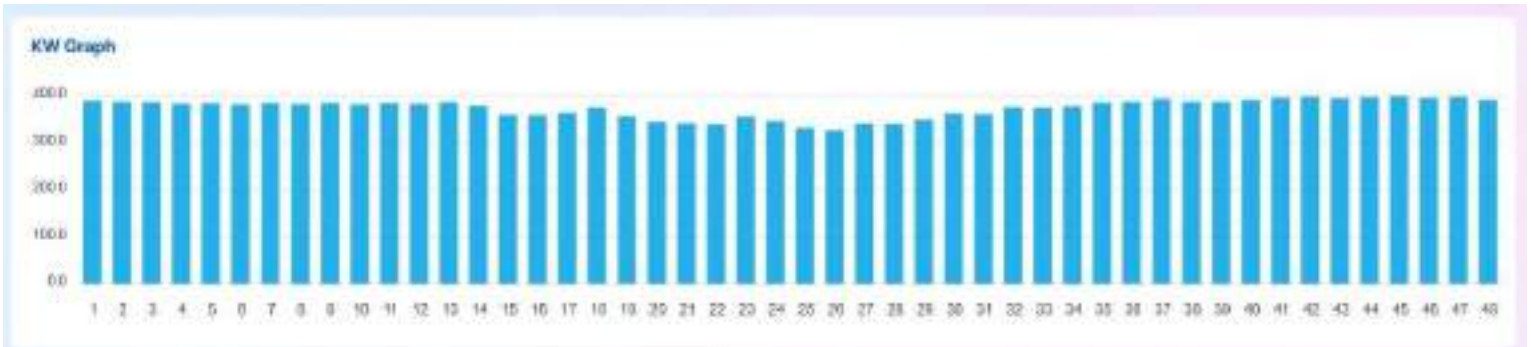


Annexure- 17

Particular consumer should be searchable through its account ID or Meter number or Mobile Number or any other parameters decided by Discom Nodal. Following Dashboard graphic interface but not limited to, would be provided by the agency for their cloud based web-portal/mobile app for consumer's profile and load survey analysis: -

Load Survey Details





Vector graph Comparison



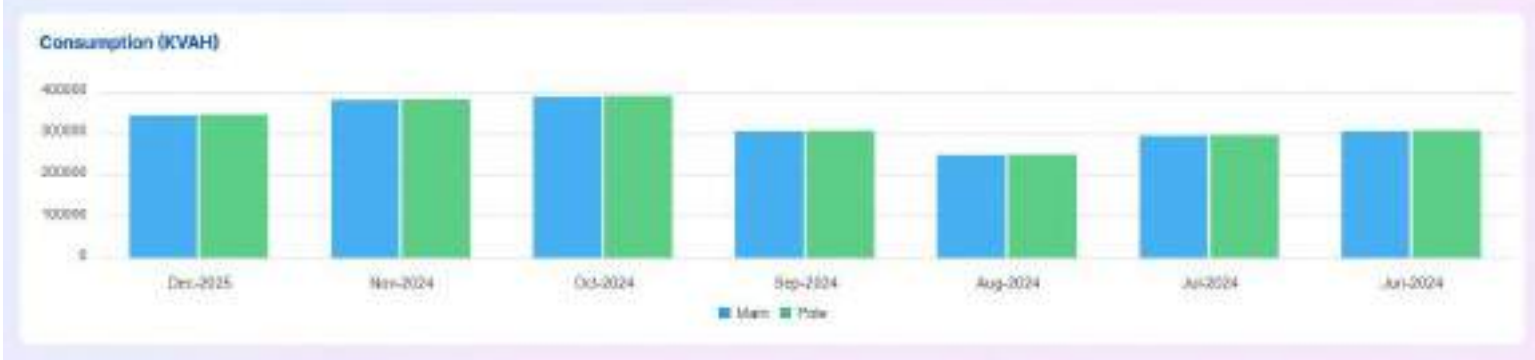
Supply Hour comparison



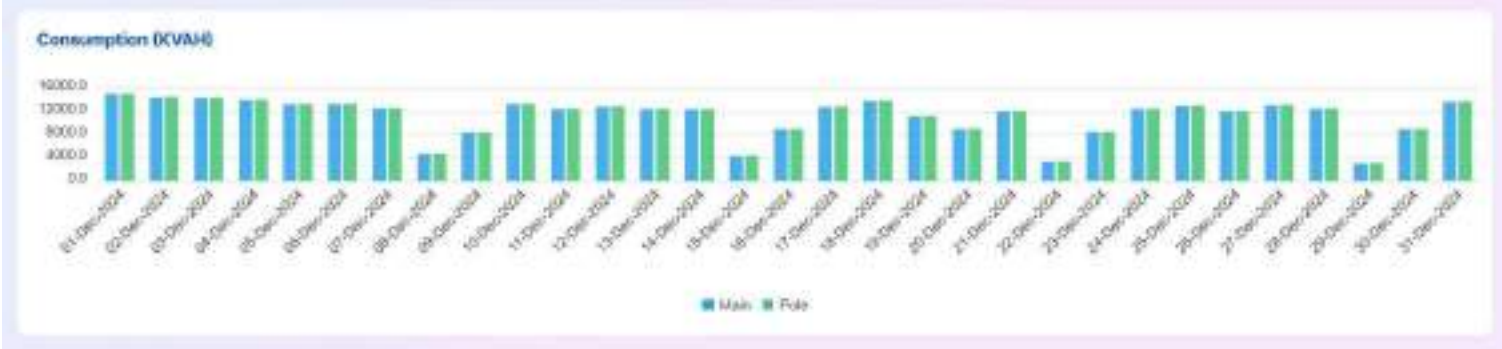
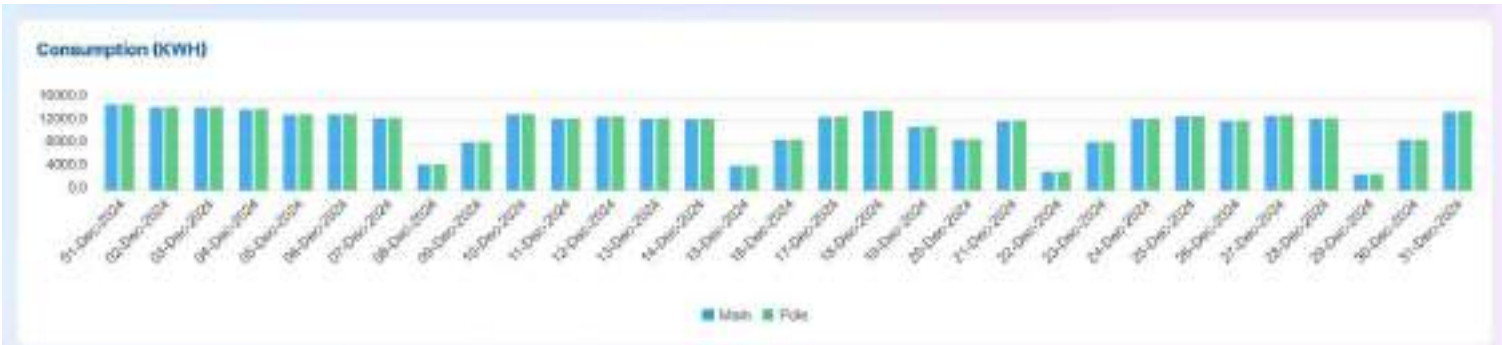
Demand Comparison



Consumption Comparison Monthly



Consumption/Demand Comparison daily



Annexure-18

NON- DISC LOSURE AGREEMENT (To be on a non-judicial stamp paper of Rs.100/-)

This Non-Disclosure Agreement ("Agreement") is made on between **Purvanchal Vidyut Vitran Nigam Limited(PuVVNL)** andwith reference to the LOI N o. dated, issued by Superintending Engineer, Commercial PuVVNL for Door to door MRI downloading & its uploading into the appropriate billing software of UPPCL/Discom,MRI Analysis, Exceptions Reporting, Bill Generation, and Delivering the Bills in soft and hard copies to consumers.

Purvanchal Vidyut Vitran Nigam Limited (PuVVNL), a subsidiary of Uttar Pradesh Power Corporation Limited

And

.....
.....

PuVVNL and will collectively be referred to as "Parties" and individually as "Party" and shall, wherever the context admits, mean and include their respective successors-in-interest and permitted assigns.

WHEREAS, during the course of the engagement (LOI No.: dated) to be executed for PuVVNL. discussions among the Parties relating to data and solution platform from each Party may disclose to the other information it may consider proprietary and confidential.

The Party disclosing the information shall be referred to as "Disclosing Party" and the Party receiving the information shall be referred to as the "Recipient/Receiving Party".

NOW WITNESSETH THAT FOR AND IN CONSIDERATION OF THE PREMISES, AND MUTUAL AGREEMENTS CONTAINED HEREIN, DISCLOSING PARTY AND RECIPIENT PARTY AGREE AS FOLLOWS:

1. "Confidential Information" shall mean all information of the Disclosing Party, including any commercial, financial, technical or other information relating to the past, present and future research, development, business activities, products, and services of the Disclosing Party, which is disclosed to the recipient in connection with the Professional service(whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer readable media) and which is marked or otherwise designated as confidential or proprietary-or is reasonably understood to be of confidential or proprietary nature. Any discussions, whether formal or informal, between the Parties in respect of the subject matter hereof are embodied in the definition of the Confidential Information.

All Confidential Information will mandatory be routed through the Disclosing Party / Receiving Party's Data Control Persons ONLY. Each Party may change its Data Control Persons by sufficient written notice to the other.

Each Party undertakes the following in respect of Confidential Information for which it is the Recipient:

- a. To treat Confidential Information of the Disclosing Party as confidential, using the same degree of care as it uses for its own confidential information of like kind, but no event less than reasonable care;
 - b. Not without the Disclosing Party's prior written consent, to communicate or disclose any Confidential Information to any person except:
 - i. only to those employees of the Recipient's organization, on a reasonable need to know basis, who are concerned with the Business Purpose;
 - ii. where the Recipient is ordered by a court of competent jurisdiction to do so, or there is a statutory obligation to do so, except that the Recipient shall promptly inform the Disclosing **Party** in writing before any disclosure and shall provide the Disclosing Party reasonable assistance so that Disclosing Party may seek a protective order or other appropriate remedy and or waive compliance with the provisions of this Agreement before any disclosure under such order or obligation is made; and
 - c. to ensure that all Parties mentioned in paragraph (b) above are made aware, prior to the disclosure of such Confidential Information, of the confidential nature thereof and agree to hold such Confidential Information in strict confidence in accordance with the terms of this Agreement and to use its reasonable endeavors to ensure that such Parties comply with their obligations.
 - d. not to use or circulate such Confidential Information within its own organization except solely to the extent necessary for the Professional service or any other purpose the Disclosing Party may hereafter expressly authorize in writing;
 - e. to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorized access, disclosure, use and misappropriation and to notify the Disclosing Party of any unauthorized use of disclosure; and
 - f. not to copy or reproduce the Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.
 - g. ensure that, except for the purposes of this agreement, all copies of Information shall only be reproduced after Disclosing Party's prior written consent, may bear the original legend, marking, stamp or other positive written identification on the face thereof indicating that the Information therein is proprietary information of the Disclosing Party.
2. The above restrictions shall not apply to information (including, but not limited to, ideas, concepts, know- how, techniques, and methodologies) that: (a) is or has becomes publicly known or part of the public domain through no fault of the Recipient; (b) is lawfully received from a third Party without any restriction and without any obligation of confidentiality; (c) is already known to the Recipient with no obligation of confidentiality to the Disclosing Party; (d) is independently developed by Recipient without use of or reference to the Confidential Information; or (e) is approved for release by written authorization of Disclosing Party.

3. Confidential Information shall be deemed the property of the Disclosing Party. Nothing contained in this Agreement or disclosure of the Confidential Information shall be construed as granting to or conferring on the Recipient any rights by licensor otherwise, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information of the Disclosing Party. All confidential information is provided "as is". Neither party makes any warranties, express, implied or otherwise, including without limitation warranties regarding non-infringement, trademark, copyright, patent or any other intellectual property right or accuracy, completeness or performance.
4. Notwithstanding anything contained elsewhere in this Agreement, all MRI raw data, processed MRI data, billing data, consumer master data, exception reports, MRI analytics, ATR data, dashboard data, application logs, audit trails, geo-tagged photographs, video recordings, GPS coordinates, consumer contact data (including mobile number, WhatsApp number and email), billing history, load survey data, tamper/event data, and all metadata generated, collected, processed, stored or derived during execution of the services under the contract shall be the sole and exclusive property of PuVVNL. The Recipient/Agency shall acquire no ownership, title, lien, or other proprietary rights in such data except the limited right to use the same solely for performance of contractual obligations. Upon termination/expiry, the entire data shall be handed over to PuVVNL in the prescribed format, and deletion/destruction shall be carried out only after written confirmation from PuVVNL.

Notwithstanding the above, the Disclosing Party hereby warrants that it has the absolute authority under Law to disclose the Confidential Information and that all Confidential Information disclosed to the Receiving Party are their own. In the event of any claim made by a third party against infringement of the copyright of the Confidential Information provided by the Disclosing Party, such claim shall be defended by the Disclosing Party without any liability to the Receiving Party. The Disclosing Party hereby indemnifies the Receiving Party against any loss or damage that the Receiving Party may suffer on account of any claim made by any third party with respect to the infringement of the contents of the Confidential Information provided by the Disclosing Party to the Receiving Party.

5. The Parties agree that the provision of Confidential Information here under and any discussions held in connection with the Professional service shall not prevent either Party from pursuing similar or other discussions with third Parties provided that no breach of this Agreement is so occasioned or oblige that Party to take, continue or forego any action relating to the Business Purpose. Any estimates, forecasts or similar material provided by either Party to the other shall not constitute any commitments. Nothing herein shall obligate or otherwise commit any Party to purchase any product or service from the other Party. Subject only to its confidentiality obligations as set forth in this Agreement, each Party's right to develop, use, and market products and services similar to or competitive with the Confidential Information of the other Party shall remain unimpaired. Each Party acknowledges that the other Party may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information. It is agreed by receiving party that it shall not be claiming any right over the said information and/or the report/analysis, containing the data/information under the ownership of disclosing party.
6. Within thirty (30) days after the completion or termination of the services or request of the Disclosing Party, Recipient shall promptly deliver to the Disclosing Party all Confidential

Information supplied by the Disclosing Party and after confirmation as to receipt from the disclosing party further intimation to disclosing party, all copies thereof and destroy or erase any Confidential Information contained in any materials and documentation, including all originals, copies, computer data files, word processing files, letters, or other computer storage files, prepared by or on behalf of the Recipient. Within a Seven (07) working days of deletion of/destroying of the confidential information, the Recipient shall certify in writing to the Disclosing Party that it has fully complied with its obligations under this Section.

7. Neither Party shall make or permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name, trade name, trademark, logo, acronym or other designation of the other Party in any public announcements, promotional, marketing, sales materials or efforts or otherwise without the prior written consent of the other Party.
8. In case of any dispute between the parties the dispute resolution mechanism will be followed as per UPPCL order no. 1542-Works-14/PCL/2024-15-K-2024, dated 09th August 2024.
9. Nothing in this Agreement is intended to confer any benefit on any third Party or any right to enforce any term of this Agreement. This Agreement shall come into force upon execution by the Parties and shall remain valid till the continuance of agreement relating to business association. The rights and obligations of the Parties which have accrued prior to termination shall, however, survive the termination of this Agreement for a period of One (01) month. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.
10. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void. This Agreement may not be modified or amended except by the mutual written agreement of the Parties.
11. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced
12. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties relating to the subject matter of the Agreement.
13. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
14. Where this Agreement is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Agreement, certified to be true copies by authorized personnel of the Parties shall be deemed original solely for such purpose.
15. That the executory of this instant agreement do hereby confirm and declare that they have standing and competent right to execute this instant agreement and there is no other/further stipulation, which is in contradiction to the terms of this agreement and or prevent/restrict the execution

and/or operation of the terms of this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Signed for and on behalf of PuVVNL	Signed for and on behalf of ____
By: _____ Authorized Signature	By: _____ Authorized Signature
Name (type or print please)	Name (type or print please)
Title	Title