

# REQUEST FOR PROPOSAL /BID DOCUMENT

# **Engagement of Agency**

# For

# MRI based services (For consumers of connected load/contract demand from 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited.

1	RFP No.	MePDCL/CE(PMC)/Tech-075/2023-24/24	
2	Date of issuance	18/08/2023	
3	Document download start date	19/08/2023	
4	EMD amount	Rs. 1,00,000/-	
5	Pre-Bid meeting	04/09/2023	
6	Last date of bid submission	11/09/2023; Time: 5:00PM	
7	Technical Bid opening	12/09/2023; Time: 03:00PM	
8	Financial Bid opening	To be intimated later	
9	RFP fee	Rs. 10,000/- +18% GST (Non-refundable)	

#### **EXECUTING AGENCY**

CHIEF ENGINEER (PMC), MePDCL, LUMJINGSHAI, SHORT ROUND ROAD SHILLONG -793001. MEGHALAYA (INDIA)

#### **Disclaimer**

- i. This RFP is not an offer and is issued with no commitment. MePDCL reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MePDCL also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. MePDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which may be required by MePDCL or any other costs incurred in connection with or relating to its proposal.
- iv. All such cost and expenses will remain with the Applicant and MePDCL shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- v. MePDCL reserves the right to withdraw this RFP, if it is in the best interest of the organization.
- vi. Timing and sequence of events resulting from this RFP shall ultimately be determined by MePDCL.
- vii. No oral conversations or agreements with any official, agent or employee of MePDCL shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of MePDCL shall be superseded by the definitive agreement that results from this RFP process. Oral communications by MePDCL to bidders shall not be considered binding on MePDCL, nor shall any written materials provided by any person other than MePDCL.
- viii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MePDCL or any of their respective officials, agents, or employees arising out of, or relating to this MePDCL or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof). viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection

- process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- ix. Late Proposal: Any Proposal received by MePDCL after due date will not be accepted and shall be returned unopened to the Bidder.
- x. For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of MePDCL and will not be returned after opening of the qualification proposal. MePDCL is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. MePDCL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- xi. In case of any bidder doesn't qualify as per the eligibility criteria mentioned in this document or submitted any false or invalid document to establish its eligibility shall be disqualified and EMD shall be forfeited.
- xii. By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all clauses of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.
- This RFP is not an agreement by and between MePDCL and the prospective xiii. bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on MePDCL, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. MePDCL makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of MePDCL any kind of error, misprint, inaccuracies, or omission in the document. MePDCL reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. MePDCL also reserves the right to decline to discuss the Project further with any party submitting a proposal.

- xiv. This issue of this RFP does not imply that MePDCL is bound to select and prequalify Bids for Bid Stage or to appoint the Selected Bidder or Concessionaire, as the case may be, for the project and MePDCL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- xv. MePDCL, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- xvi. MePDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.
- xvii. Interested parties, after careful review of all the clauses of this 'RFP', are encouraged to send their suggestions in writing to MePDCL. Such suggestions, after review by MePDCL, may be incorporated into this 'RFP' as a corrigendum which shall be uploaded onto the e-tendering website.

# **Contents**

Disc	claimer	2
1.	Invitation for Proposal	8
2.	Introduction	9
2.	.1. About MePDCL	9
2.	.2. Objective	9
3.	Scope of Work	10
4.	Specification of the Software	12
5.	Mode of Submitting of RFP through e-tendering website	16
6.	Bidding Process	16
7.	Eligibility /qualification Criteria	18
8.	Project Delivery Related Instructions	19
9.	Penalties for Non-Conformance	22
10.	Coverage of work and existing system	24
11.	Duration of engagement	25
12.	Deliverables and schedule	25
13.	Terms of payment	26
14.	Applicable Rules and Regulations	26
15.	Insurance	27
16.	Indemnity	27
17.	Safety of System and Data	27
18.	Maintenance of Personnel	27
19.	Agency Rights	27
20.	Monitoring	28
21.	Other terms and conditions	28
22.	Technical Bid	30
23.	Financial/Commercial Bid	30
24.	Bid Validity	31
25.	Due Date	31
26.	Bid Preparation Cost	31
27.	Bid opening and evaluation of proposals	31
27.1	. Opening of Technical Proposal	31
27.2	2. Evaluation of Technical Proposal	31
27.3	3. Opening of Financial Proposal	32
28.	Earnest Money	32

29.	Performance Security	33
30.	Technical Bid Evaluation Criteria	33
31.	RFP Document Fee	34
32.	Sub-Contracting	35
33.	Pre-bid meeting	35
33.1.	Bidders queries	35
33.2.	Responses to Pre-Bid Queries and Issue of Corrigendum	35
33.3.	Amendment of the RFP document	36
34.	Period of Bid Validity	36
35.	Rights to Terminate the Process	36
36.	Language of Bid	37
37.	Documents comprising of Bids	37
38.	Bid Evaluation process	38
39.	Signing of Contract	40
40.	Project Timelines and Payments	41
41.	Award of Contract	41
42.	DATA Ownership	41
43.	Confidentiality	41
44.	Contract Agreement	42
45.	Fall Back Arrangement	42
46.	Handing Over on Termination	43
47.	Disputes	43
48.	Force Majeure	44
49.	Conduct of Agency's Staffs	44
50.	Compliance	45
51.	Other Terms and Conditions	46
Anne	EXURE-I: QUALIFICATION CRITERIA COVER LETTER	49
	EXURE- II: CHECKLIST FOR THE DOCUMENTS TO BE INCLUDED IN THE QUALIFICATION FOR THE QUALI	
Anne	EXURE-III: FORMAT FOR SELF-DECLARATION – NON BLACKLISTING	54
Anne	EXURE:IV: TECHNICAL BID COVER LETTER	55
Anne	EXURE-V: PROFORMA FOR TECHNICAL- BID	57
Anne	EXURE-VI: SERVICES CARRIED OUT IN LAST THREE YEARS	58
Anne	EXURE-VII: PERSONNEL DEPLOYMENT SCHEDULE	59
Anne	EXURE-VIII: COMMERCIAL PROPOSAL COVER LETTER	60

Annexure-IX: Commercial Proposal Format & Instructions62	

#### 1. Invitation for Proposal

Sealed proposal against Request for Proposal (RFP) under two stage Quality-and –Cost Based Selection (QCBS) bidding system are invited from reputed and eligible Agency for CMRI based services (on consumers of connected load/ contract demand from 10 KW/KVA and above) in the jurisdiction of the Meghalaya Power Distribution Corporation Limited (MePDCL) for a period of 2 (two) years which may be extendable on a yearly basis for a maximum period up to 3 (three) years. The RFP can be downloaded from e-tendering website <a href="www.meghalayatenders.gov.in">www.meghalayatenders.gov.in</a>. Any subsequent corrigenda will be uploaded on the website. The schedule of RFP is as under:

1	RFP No.	MePDCL/CE(PMC)/Tech-075/2023-24/24	
2	Name & Address of the	Meghalaya Power Distribution Corporation	
	Procuring Entity	Limited, Lumjingshai, Short Round Road,	
		Shillong 793001	
3	Nodal Officer	The Chief Enginer (PMC), MePDCL	
4	Date of issuance	18/08/2023	
5	EMD amount	Rs. 1,00,000/-	
6	Document download	19/08/2023	
	start date		
7	Pre-Bid meeting	04/09/2023	
8	Last date of bid	11/09/2023; Time: 5:00PM	
	submission		
9	Technical Bid opening	12/09/2023; Time: 03:00PM	
10	Financial Bid opening	To be intimated latter	
11	RFP fee	Rs. 10,000/- +18% GST (Non-refundable)	
		through RTGS/NEFT payable to MePDCL	
		Principal Account	
12	MePDCL Principal	Account No. 40564541417, IFSC Code:	
	Account	SBIN0000181, Bank: SBI, Branch: Shillong	

The quotation/ bid in the prescribed proforma along with requisite documents should be uploaded on or before **5.00 PM of 11**<sup>th</sup> **September 2023** in the website <a href="https://www.meghalayatenders.gov.in">www.meghalayatenders.gov.in</a>.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document.

#### 2. Introduction

#### 2.1. About MePDCL

Meghalaya Power Distribution Corporation Limited (MePDCL), a wholly owned corporate entity under the Meghalaya Government, was incorporated under the Companies Act and functional with effect from on 1st April, 2012 after restructuring the erstwhile Meghalaya State Electricity Board to distribute electricity from the endpoint of transmission to the end consumers.

MePDCL is a Public Company in the category of 'State Government Company' registered under the Companies Act 1956, with the main objectives of developing, operating and maintaining the distribution system for supplying electricity to the consumer in its area of supply. As a deemed distribution licensee under section 14 of the Electricity Act 2003, MePDCL is carrying out the supply of power to the consumers as well as maintaining the wire business for the supply of such power.

Currently, MePDCL provides electricity throughout the State of Meghalaya. It serves more than 6 lakhs consumers. In terms of infrastructure, the Company operates a vast network comprising of 107 nos. of 33/11KV sub-stations and switching stations, approximately 350 nos. of feeders, 12405 nos. of Distribution transformers, 18000 KMs of 11KV lines, and approximately 1544.12 KMs of 33KV lines spread over 2.24 Thousand sq. km geographical area of Meghalaya covering 6,600 villages and 16 towns. Presently, the Company operates through a network of offices consisting of a Corporate Office, 2 Zonal Offices, 7 Circle Offices, 17 Divisional Offices, and 52 Sub-Divisional offices.

# 2.2. Objective

Electricity being a very important commodity, there is a constant need of improving the facilities available and making them commercially viable. With a view to timely deliver the electricity bill of correct meter reading to the consumer from 10 KW/KVA & Above, CMRI based billing has been introduced, which will facilitate improvement in billing and collection efficiency and reduction in ATC losses.

The contractor shall be engaged for a period of two years and he shall carryout the specified commercial activities in order to provide efficient services to the electricity consumers, increase revenue realization and minimize ATC loses. The contract period may be further extended on year-to-year basis for another three years only.

# 3. Scope of Work

- 1. Meter reading using CMRI to capture all CMRI parameters (included but not limited to the parameters provided below) of all consumer meters having connected load/ contract demand 10kW/kVA and above in all distribution divisions of the area under scope
  - a) Energy reading
  - b) Maximum Demand (MD),
  - c) Load Survey,
  - d) Tamper Events Recorded and Analysis
  - e) Consumption pattern and seasonal effect of particular category of consumers

Apart from the above, MePDCL may also request for any other analysis available from the complete CMRI data which is essential for loss reduction and preventing revenue leakage. The scope will include the CMRI of double meters (main meters and check meters) installed at DP outside the premises of consumer along with substation meter and their comparison and pointing out the discrepancies, if any.

- 2. Physical and visual information of each consumer site, like, Meter status, Tamper indications, Meter/Site Photographs, GPS Co-ordinates, Mobile Number and E-mail must be collected and reported to the concerned officers and to be updated in the MePDCL Billing System. Any discrepancies found shall be highlighted and notified to the concerned officers immediately.
- 3. Some consumers having Smart Meters and their meter readings are being taken by using AMR software available with MePDCL. Capturing the data of such consumers shall also be in the scope of work either using the software available or with the bidder as desired by concerned MePDCL Officer.
- 4. Downloading of CMRI of consumers including substation meter of all feeders using APIs.
- 5. Providing MRD Files/ CMRI data to MePDCL billing systems for CMRI based Bill Generation.
- 6. Raw MRD Files as well as CMRI data shall be available on cloud based application for viewing and downloading by MePDCL.
- 7. An archival of raw MRD files shall be maintained on cloud server and shall be searchable and downloadable by Consumer Number/ Meter Number and Month/ Year.
- 8. Maintenance of Consumer/ billing history on cloud based application.

- 9. Printing and Delivery of consumer bills at site within a define schedule in same month. The bills need to be deliver to consumers in hard copy as per the bill distribution cycle defined by Utility.
- 10. Generation of various prescribed reports / analysis including any other report as desired by MePDCL.
- 11. Comparison reports for double meters/independent feeder (main meter and check meters) meters industrial feeder of load survey data on every 30 minutes basis for entire month's consumption.
- 12. Wherever the feeder is supplying power only to consumers covered in the scope, Feeder wise Energy audit should be done and the feeder CMRI data should also be taken only for such cases to enable complete energy audit of such consumers.
- 13. CMRI data analysis of main meter for the consumers having load 10 kW/kVA & Above & Reporting of Various Non-CMRI Exceptions to Designated officers of the MePDCL.
- 14. In case there are consumers where CMRI could not be done due to factors beyond control of Agency, the agency shall follow-up with the Designated Officer of the MePDCL for removal of such factors on a priority so that CMRI can be downloaded successfully and tracking of such Exceptions and Actions taken thereof through Cloud based Application. The agency shall be responsible to ensure 100% CMRI based analysis of all consumers 10 kW/kVA and above and any practical issues faced regarding the same should be escalated to the MePDCL management.
- 15. Reporting of CMRI 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 and Dashboard monthly progress must be provided to MePDCL.
- 16. Provide tracking of Revenue Status of CMRI Billing Consumers of all categories through Cloud based Application, along with On-Screen Display. Complete details of Billing and Payments of 10 kW/kVA & above consumers should be available with historical data of at least One year.
- 17. Providing sufficient manpower for capture meter reading and analysis of data.
- 18. At least 2 nos. Data Analyst equipped with i7/9 Generation Laptops shall be deployed by the firm on full time basis for CMRI Data Analysis at the Head Office, Shillong, as required by MePDCL.
- 19. Consumers having load below 10 KW/kVA may also be added.
- 20. The detailed analysis of CMRI data, tamper data and load survey data of meter is to be taken up by the Agency and the detailed report in soft and hard copy would

- have to be submitted to the designated officers for further action on monthly basis.
- 21. The tamper & load survey data analysis report may require to furnish all type of possible abnormalities separately mentioning complete analysis on monthly basis.
- 22. CMRI Based services of consumer shall be started within one month after issuance of LOI or as per requirement of MePDCL.
- 23. The bidder must have adequate skilled staff such as CMRI meter readers, and other qualified IT Professionals to handle the required volume of CMRI Based meter reading and CMRI data analysis. The bidder must have minimum 100 persons working in their company doing similar work.
- 24. Minimum 200 CMRI instrument shall be available with the bidder. The bidder is required to provide proof (serial number and make). No CMRI machine will be provided by MePDCL.
- 25. The agreement term shall be initially for a period of 2 (two) years, extendable/renewable on a year to year basis for such periods of mutually agreeable, subject to the total period not more than 3 (three) years.
- 26. Training on CMRI reading and analysis to department field officers/staff is the responsibility of Agency.

# 4. Specification of the Software

The service provider will be required to deploy an IT System for CMRI meter data analysis and generation of output reports. In order to provide a unified approach in data handling, it is proposed to develop software capable of conversion of various formats of data of various meter manufacturers to a common data format.

- a. Provide easy interface to MePDCL's billing software, to avoid any manual intervention in handling of high revenue data.
- b. Generate all reports required by MePDCL, using the common data format, to avoid dependencies on meter manufacturer.
- c. The software should be compatible with the makes of meters, currently available with MePDCL viz Secure Meters Ltd, Genus Power Infrastructures Ltd, Larsen & Toubro Ltd, Landis & Gyr Ltd, HPL Electric & Power Ltd, Bentec India Ltd, Avon Meters Pvt. Ltd, Richa Equipments Pvt. Ltd. JPM Industries Ltd. However, the software should be compatible to other manufacturers as well.

- d. Software Specifications: The software should be capable of primary functions like:
- Load-Survey and Tamper data, generated by respective meter manufacturer's Base
   Computer System (BCS) software in ASCII format.
- 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.
- All required reports should be generated from only CDF files.
- 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:
- CMRI Analysis & Comparison of Main & Check Meters/Injection meters
- Excess Demand Report
- Low Power Factor Report
- Current Missing Report
- Voltage Missing Report
- Tamper Analysis Report
- Energy Consumption Graph Monthly/ Daily/ Hourly
- Low Consumption Report
- Low Power-On Days Report
- Excess Load for Previous 3 Months Report
- Export Import Energy Report of Meter
- Feeder Energy Auditing & CMRI Analysis Report
- Load Survey Report of Meter
- Cloud based ATR Application A cloud-based ATR (Action Taken Report)
   Application for tracking CMRI and Non-CMRI Exceptions, shall be developed.
- The application shall have Android & iOS as well as Web Interface.
- Respective Distribution officers shall have access to Mobile/ Web application to view all CMRI & Non-CMRI Exceptions of their respective Divisions. They shall also be able to record ATRs against each of such exceptions.
- Access to ATR Application Dashboard and Reports shall be provided to Circle, Zone, and Discom officers for tracking, adding remarks, re-opening of issues, etc.
- Cloud based Revenue Tracking Application A cloud-based Revenue Tracking application for 10 KW/KVA and above connections shall be provided along with On-Screen Display Setup at MePDCL HQ.
- The application shall have Mobile as well as Web Interface.
- The application shall track Revenue Assessment and Revenue Collection of 10 KW/KVA and above consumers.
- The application dashboard shall provide a snapshot of Collection Efficiency and Turn Up Ratio at Zonal level which can be drilled down up to Sub-Division level.

- Respective Distribution officers shall have access to Mobile/ Web application to view their respective Revenue Performances.
- On-Screen Display shall be setup as follows: (i) Chairman cum Managing Director
   (ii) Director Distribution (iii) Chief Engineer (Commercial) (iv) Chief Engineer
   (Distribution \_EZ) and (v) Chief Engineer (Distribution \_WZ)
- Generate suspicious cases for investigation by Vigilance wing, based on the following: a) Phasor Analysis, b) Prolonged Voltage Failure, c) Intermittent Voltage Failure, d) Low Load Cases, e) CT Open f) CT by-pass, g) CT Reversal, h) Load Unbalance, i) Neutral Disturbance, j) SMPS Tamper, k) Drop in Consumption, l) Bad Battery/NVM Failure, m) Low Average Voltage, n) Manual Reset, o) Meter Parameter Check, p) Percentage black out slots exceed 10%, q) Current consumption vs. last month consumption or Current Consumption vs. that of same month of last year is less than 50%.
- Generate following reports
  - Contract Demand Violation.
  - Percentage black out slots.
  - Percentage slots, for which PF is less than 0.5, 0.5 to 0.7, 0.7 to 0.9 & > 0.9
  - Percentage slots for which load <20%, 20-40%, 40-60%, 60-70% & >70% CD
  - Consumption vis-à-vis Usage Index for the Industry, based on data provided.
  - Average Demand / Contract Demand, Maximum Demand / Contract Demand, Average Demand / Maximum Demand.
  - Current consumption Vs Last month consumption, Current consumption / that for same month of last year.
  - Energy Loss for Independent Feeders
  - Energy Consumption of Feeder Meter shall be compared with the sum of energies, recorded by individual Consumer Meters or public DTs meter on the Feeder.
  - Alert shall be issued, in case difference of Energies, stated above, exceeds 1%.
  - CMRI Data Analysis Module shall cover following functionality:
  - Tamper analysis by way of PT missing, CT short, CT open, CT interchange /reversal, Voltage imbalance, Phase Voltage reversal, Current imbalance, Neutral disturbance, Power failure, Magnetic tamper, Transactions, 35 KV spark Test, Cover open tamper, High voltage/ frequency surges, load spikes, etc.
  - Theft Analysis by way of following:
    - Percentage slots for which demand is less than a given percentage when demand is available. (Default 5%)
    - Percentage black out slots when power is available.

- Current consumptions Vs last month consumption or current consumption Vs that of same month last year is less than given percentage (Default 20%).
- Contract demand violation
- Number of slots for which power factor is less than or more than or in between for a given value.
- Consumption Vis-a-vis usage index for the industry (process) wise, based on the data provided.
- 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.
- Check meter /main meter/ independent feeder meter comparison difference of load survey data for every 15minutes or 30 minutes slot on per day & per month basis demand and consumption is more than given percentage (default 3%) for entire month.
- Consumption comparison of Check /main meter in terms of KWH, KVAH,
   MD on each & every month basis which is to be complied on yearly basis.
   If difference of main meter w.r.to check or injection meter is more /less than 3% the checkout list is to be submitted.
- Vector diagram analysis to identify any irregularity in voltage and current phasors.
- Analysis of consumers having Voltage zero/Voltage low but current available.
- Analysis of consumers where Voltage is available but current is zero.
- Analysis of consumers having CT open/CT short/CT reversal/phase missing, separately.
- Analysis of consumers having low consumption with high demand.
- Any other analysis to improve billing efficiency and to arrest the theft of electricity.

#### e. System Security:

- System shall be provided with a high degree of security features so as to prevent any fraud or manipulation in any module of the system.
- The system shall be protected against attack from viruses and shall be proof from being hacked by unscrupulous elements.
- The system shall have distinctive levels of administrative control possible for various functions.
- The system must have complete security and safety for protection the financial transactions and books of account data inside the computer system.
- Proper backup and restoration shall also be available in the system.

 Standard user/ password-based security system along with other security measures shall be inbuilt in the software.

# 5. Mode of Submitting of RFP through e-tendering website

The bidders shall follow the instructions mentioned herein under for submission of their RFPs through e-tendering website-

- a) For participating in RFPs through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurements website <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a>.
- b) In addition to the normal registration, the bidders has to register with their Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate (DSC) is one-time activity. Before proceeding to register their DSC, the bidder shall first long on to the e-tendering system using the user login option on the home page with the logging ID and Password with which they have been registered.
- c) For successful registration of DSC on e-procurement website <u>https://meghalayatenders.gov.in</u> the RFPs must ensure that they possess class-2/class-3 DSC.
- d) For any further queries about the technical matter regarding e-submission, the bidder may call at 24X7 Help Desk Number- 0120-4001 002/ 0120-4001 005/ 0120-6277 787.
- e) Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal is available at the following link-
- f) <a href="https://meghalayatenders.gov.in/nicgep/app?page=HelpForContractors&service">https://meghalayatenders.gov.in/nicgep/app?page=HelpForContractors&service</a>
  <a href="mailto:=page">=page</a>

# 6. Bidding Process

- a) For the purpose of selection of the firm/service provider, a two-stage Quality- and Cost Based Selection (QCBS) bidding process will be followed with 70% weightage towards Technical Bid and 30% weightage towards Financial Bid.
- b) The response to the present expression of interest is to be submitted in two parts, i.e., Technical Bid and Financial Bid. These are two distinct and separate parts of the RFP and shall be packed/ submitted in separate folders.

- c) The 'Technical Bid' will contain technical details, whereas the 'Financial Bid' will contain pricing information. The Technical Bid should NOT contain any pricing or Financial information at all.
- d) The bidder shall furnish along with the bid, RFP fee (non- refundable) of **Rs 10,000/- (Rupees ten thousand only)** + **18% GST** as an RFP preparation Fees through RTGS/NEFT/IMPS payable to "Principal Account, MePDCL".
- e) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- f) The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in the English language unless specified otherwise.
- g) In the first stage, only the 'Technical Bids' will be opened and evaluated. Those companies whose bids satisfy the technical requirements and meet the minimum eligibility criteria as detailed in this RFP shall be short-listed for an individual presentation in front of the committee.
- h) Under the second stage, the Financial Bids of those companies whose bids will have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.
- i) Firm(s) shall express the price of their Assignment/Job in Indian Rupees.
- j) MePDCL may call for further clarifications, or additional particulars required, if any, on the Technical/Financial bids submitted. The firm/service provider has to submit the clarifications/additional particulars in writing within the specified date and time. MePDCL at its discretion may disqualify the bidder's offer, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- k) Amendments to this bid document may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.
- MePDCL reserves the right to call for an individual presentation on the features
  etc., from the shortlisted bidders based on the technical bids submitted by them
  to make an evaluation.
- m) The Financial bid should contain a quotation for end-to-end solutions including web hosting services as envisaged in this document.
- n) The bids must be submitted in accordance with the format specified in this document only.

Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any initial assignment, i.e., contract, of the Providing Toll Free Helpline Services will be for a period of 2 years and can be extended

further on a yearly basis for a maximum period of another 3 years. However, both parties will have the option to terminate the contract with a notice period of one month.

# 7. Eligibility /qualification Criteria

- a) Bidders are required to submit the Pre-Qualification documents in Folder-A as per Annexure-I
- b) The Bidder is required to submit all required documentation in support of the qualification criteria specified.
- c) The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d) All the bidders will be communicated of the results of evaluation of the prequalification bids.
- e) Joint Venture and association are not allowed.
- f) The Technical bids of those bidders who meet the requisite qualifying requirements stipulated hereunder subject to submission of satisfactory evidence thereof -
- 1. The Bidder must be **a registered legal entity** in India and must be in the business of development/ procurement/ IT services for Government/ Government undertaking/power utilities companies for last three years.
- 2. The agency should have experience for the field work, reading of electrical /electronic meters through CMRI, feeder wise energy accounting, data downloading through CMRI in the last three financial years. They should submit the performance certificate in proof of the same from Government/Government undertaking/power utilities companies for satisfactory completion of work for at least three years.
- 3. The Bidder should provide an undertaking letter that it should be able to provide the updates to the software within 15 days as and when business requirements changes.
- 4. The Bidder should have executed at least one single work order of CMRI based reading worth Rs. 1.00 Cr in any of the last three financial years or total work order of CMRI based reading worth Rs. 3 Cr in the last three financial years which shall be supported by Work Order/Agreement copies.
- 5. The bidder must have experience of average 10,000 CMRI of meters on monthly basis for any power utility for at least one year during any of the last three financial years.
- 6. That it has a minimum average annual turnover of INR Five Crores (Rs. 5 Crores) in power sector during the last three (3) financial years preceding FY2022-23, i.e., FY 2019-20, FY 2020-21 and FY 2021-22 (The bidder shall provide the photocopies of the relevant auditor certified documents as proof of this).

- 7. The bidder must have adequate skilled staff such as CMRI meter readers, computer operator for loss study and other qualified IT Professionals to handle the required volume of CMRI based meter reading, loss study and CMRI Data analysis. The complete list of staff for 100 persons along with their name, qualification, experience, Mobile number, salary amount paid as per PF/ESI (This certificate should be signed by Chartered Accountant).
- 8. Minimum 200 CMRI instrument shall be available with the bidder. The bidder is required to provide proof (serial number and make). No CMRI machine shall be provided by MePDCL.
- 9. The bidder should provide ISO 9001:2008 for quality management system and ISO 27001:2003 for information security management systems for IT service before execution of agreement. (Provide certificate /undertaking for same).
- 10. Bidder should not have been black listed/debarred from any other DISCOM of the country or any government organization in India. Requisite self-declaration in support of same on non-judicial stamp paper of Rs. 100/- is to be provided.
- 11. Bidder should have cloud-based application to provide CMRI data, CMRI Reports, Load Survey and Tamper Analysis based on CMRI Data to MePDCL. (Provide proof/undertaking for same).
- 12. The bidders shall submit following documents:
- Power of Attorney/Board resolution in favour of signatory of the bid.
- Bidder should have valid Registration Number of GST Registration.
- Bidder must have PAN Number and should fulfill all statutory compliances like PF & ESI registration etc.
- Requite tender cost and earnest money. The documents without requisite tender fee and EMD shall not be opened.
- The bidder shall furnish along with the bid, RFP fee of Rs 10,000/- (Rupees ten thousand only) +18% GST as a RFP preparation Fees through RTGS/NEFT/IMPS to "Principal Account, MePDCL", payable at Shillong.

Note. (1) Details of experience of the bidder must be provided with documentary proof in the prescribed format. (2) Bidders not submitting the required supporting documents for fulfilling the 'Eligibility criteria' will be summarily rejected without any further clarification.

# 8. Project Delivery Related Instructions

a) Bidder should provide a team of minimum two engineers (B.Tech./ M.Tech) including a Team Leader to MePDCL for Meter Data Analysis and MIS Generation. MePDCL shall provide the space for seating.

Minimum Manpower Profile – Manpower deployed by bidder for the center should comply with minimum qualification as mentioned in following table:

Position	No. of Resources	Minimum Qualification
	required	
Data Analyst	2	<ul> <li>Must be a Graduate in         Engineering (BTech/BE) in         Electrical, Computer, IT or         equivalent engineering         branches.</li> <li>MBA/ MTech is preferable.</li> <li>Able to speak, read and write in         English</li> <li>At least 3 years relevant         experience.</li> </ul>
Project Manager	1	<ul> <li>B.Tech with M.Tech/MBA</li> <li>At least 7 years of experience in revenue related matters of power distribution including experience of CMRI based analysis in at least 1 DISCOM</li> </ul>
Meter Readers	As per the requirement to meet the scope and terms	Diploma in Engineering &     trained in CMRI based meter     reading

- b) Downloading the electronic data using CMRI and to provide the same to MePDCL. 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.
- c) Due to gap in demand and supply, the restoring of power may be implemented in the area (s), the contractor may have to deploy employees in sufficient numbers to ensure 100% billing data in definite schedule time as mentioned in the specifications.
- d) All resources and infrastructure like manpower, Phone, tool including CMRI,

- Laptop, Printers, office furniture, stationaries, AC, Fan, UPS, transportation, etc. needed to be established and provided by the agency.
- e) Agency to keep up with the new technology and take care of any advancement in software /hardware functionality.
- f) 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 as given in the designated form for inaccessibility of meter to be filled in the form and photograph of the premises locked / box locked, notices etc. to be submitted along with the form and copy of notice.
- g) 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 to be noted in the format and photographs of the same is to be submitted along with the format as per requirement.
- h) Meter Seal Reconciliation to be done by the Agency and a weekly seal report comprising all seal related details i.e.,type, seal no., service no., book no., group, old seals, damaged seals, etc. shall be forwarded to MePDCL.
- i) Agency shall follow monthly / weekly / daily schedule for meters to be downloaded provided by MePDCL so as to complete the downloading of meters within 12 days of the scheduled start date. Agency shall also ensure to complete CMRI of 30 Kw and above by 05th day of every month.
- j) CMRI shall be submitted to respective Distribution Division on daily basis.
- k) Data to be downloaded from the meters after cutting the seals of the CMRI port of the meter only. No other seals to be handled with. New Seals provided by MePDCL are to be re-fixed after the completion of the data downloading activity.
- Full data to be downloaded complete in all the respects e.g., complete billing and load survey data to be downloaded as per the instructions of MePDCL for 35 days or more as per the capability of the meter.
- m) Forms to be filled during or after the downloading activity as per the format capturing all the relevant details like meter details, seal details, modem details, type of industry (single shift /Check shift / three shift) and usage and the form is required to be signed by the consumer and the copy of the same to be handed over to the consumer. Exemption in getting the signature from consumer / representative is only in case of Govt. Connections / Mobile Tower Connections if consumer / representative is not available at site at the time of data downloading.
- n) Agency to download the data from the CMRI in the designated systems only on

daily basis.

- o) Meter data downloading from the CMRI should be done on the same day / within 24 hours.
- p) Meter data should not be downloaded / dumped / copied in other systems without the permission of MePDCL.
- q) Agency to 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 copy as per the format provided by MePDCL. Agency shall provide the access to the data downloaded and any other data / MIS maintained by the agency to the MePDCL officers authorized by MePDCL.
- r) Analysis of the data downloaded to be done by agency and provide the analysis remarks against each case mentioning clearly the abnormality found in the checked cases, if any. Agency should also prepare a detailed report of cases in which the abnormality was found giving details of the occurrence of abnormal/exception events. The format may be decided by MePDCL or it may be a mutually agreed format.
- s) Agency to circulate the daily progress report of the meter data downloading activity and meter data analysis activity as per the format given by MePDCL or as per the mutually agreed format.
- t) In case of faulty meters, burnt meters, damaged / faulty cable or any obviously things leading to theft of electricity to be reported on the same day / 24 hours along with relevant evidences like photographs to Executive Engineer, Distribution.
- u) In all the remark cases, payment shall be applicable if remarks are substantiated by evidences pertaining to site.
- v) Bidder has to demonstrate CMRI Analysis through cloud-based software before MePDCL team

#### 9. Penalties for Non-Conformance

a) In case Billing<sup>1</sup> percentage is not up to mark i.e. 100% in the Billing Month,

penalty would be levied as below:

Schedule of Penalty shall be as per following table

Billing Period of	Penalty, if CMRI Not Uploaded on System for		
last month	Billing and Analysis		
11 <sup>th</sup> to 15 <sup>th</sup> of the	20% of awarded rate/ consumer		
subsequent Month			
16 <sup>th</sup> to 20 <sup>th</sup> of the	40% of awarded rate/ consumer		
subsequent Month			
20 <sup>th</sup> to 25 <sup>th</sup> of the	50% awarded of rate/ consumer		
subsequent Month			
Beyond 25th of the	No Payment + additional 50% penalty of awarded rate.		
subsequent Month			
Not Billed	No Payment + additional 100% penalty of awarded rate.		

<sup>&</sup>lt;sup>1</sup> Billing means meter reader can read the meter though CMRI/manual, meter healthy, meter accessible & consumer is active. All exceptions and reading not possible beyond control shall be reported in prescribed format each month, which shall not be counted towards percentage of billing.

#### b) Penalty for Delay in Analysis Work-

In case of delay in submission ( or non-submission) of consolidated report & actionable cases, a penalty of Rs.200/- per week or part thereof per consumer shall be levied from the agency. In case the analysis / output reports are not submitted on prescribed Performa, no payment shall be made for the analysis work. The analysis report and actionable items should be submitted by 15<sup>th</sup> of every month for this purpose.

#### c) Penalty for Delivery Work-

In case of not delivering the bills/ late delivery in respect to the deliverable scheduled to consumers shall be levied at @ 2 (two) times the quoted rates per consumer as penalty.

- d) If the billing performance is less than 95% for three consecutive months, contract shall be liable to be terminated.
- e) Penalty would be levied @ 4(four) times the awarded rate of data downloaded and analysis, if the manual reading or data analysis is found to be incorrect by way of concealing factual data available.

- f) In case of non-performance by the Agency, if MePDCL has to do the work on its own or get the work done from another source, then cost for the activity of the same would be recovered from the Agency.
- g) In case of faulty meters, burnt meters, damaged / faulty cable or any obviously things leading to theft of electricity to be reported on the same day / 24 hours and if it is not reported then a penalty @ 3(three) times the awarded rate would be imposed per instance.
- h) Contract may get terminated if it is found that the agency 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, black listing or legal cation may be taken against the agency.

# 10. Coverage of work and existing system

- a) The CMRI based reading shall be carried out across all Divisions of MePDCL for all consumer categories with load of 10 KW/KVA & above.
- b) The number of in-service consumers and disconnected Consumers of 10 KW/KVA & above are 5032 nos. and 797 nos. respectively (Note: The quantity may vary by  $\pm 20\%$ ). The load wise quantity is as below (Note: The quantities mentioned below are cumulative against the specified load).

Circle wise Consumers of 10KW/KVA and above*				
Circle	In-service	Disconnected	Grand	Smart
			Total	meter
Shillong Circle	1917	258	2175	7
Khasi Hills Circle	911	109	1020	27
Jaintia Hills Circle	590	159	749	0
Ri-Bhoi Circle	593	119	712	115
East Garo Hills Circle	465	54	519	19
Tura Circle	340	67	407	17

West Garo Hills	216	31	247	59
Circle				
Grand Total	5032	797	5829	244

<sup>\*</sup> As on 31st March 2023

c) The number of consumers is approximate and actual number of consumers may vary. The number of consumers usually increases/decreases as new connections are provided or disconnected regularly.

# 11. Duration of engagement

- a) The contractor shall be engaged for a period of two years and shall carry out the specified activities in order to provide loss reduction improvements and minimizes AT&C loses. Based on the performance, the contract period may be further extended on year-to-year basis for further three years only, as mutually agreed between MePDCL and the agency.
- b) Contract may be terminated anytime during the period of service, by giving one month notice, if performance of the agency is not found satisfactory.
- c) Subletting/Sub-contracting of work or any part thereof shall not be allowed.

#### 12. Deliverables and schedule

#### a) One time activity

Sl.	Particulars	Duration
1	Freezing SRS with MePDCL	15 days from date of
	11000mg 010 mm 1101 2 02	LOI
2	Design, development / procurement and supply of application	30 days from the
2	software	date of LOI
2	Creation of web pages & link	30 days from the
3	Creation of web pages & link	date of LOI
4	Creation of consumer data	30 days from the
4	Creation of consumer data	date of LOI

#### b) Monthly activities

Sl.	<b>Particulars</b>	Duration

Sl.	Particulars	Duration
1	Downloading of CMRI data	By 01st to 10th of the subsequent month
2	Printing of Bills and Distributions (physically)	By 01st to 15th of the subsequent month
3	Daily generation of billed and unbilled/CMRI/Non-CMRI reports and sharing all reports MePDCL	Per day basis
4	CMRI/ data analysis & generation of related reports submission to MePDCL	By 15 <sup>th</sup> to 25 <sup>th</sup> of the subsequent month
5	Loading of consumer billing data on the MePDCL Billing system	Daily

# 13. Terms of payment

- a) 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.
- b) The agency shall ensure 100% meter reading and based on this payment will be made.
- c) All required cost of hardware and all the software shall be borne by the contactor & no extra payment shall be made on this account.

# 14. Applicable Rules and Regulations

- a) The job shall be carried out as per the rules, regulations and other procedures applicable for different categories of consumers as prevailing in MePDCL at that point of time, which shall be made available to the Agency before commencement of work. These regulations may be modified by MeECL, MePDCL or MSERC, 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.
- b) The agency may suggest amendments to these rules and regulation to improve performance.
- c) 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.

#### 15. Insurance

The company shall obtain accident liability insurance for its employees on account of injury, fatal or otherwise due to any type of accidents during service. MePDCL is not responsible for any liability on account of injury, fatal or otherwise due to any type of accidents arising against the service holder's employees.

# 16. Indemnity

The service provider shall also indemnify MePDCL against any claim from their employees or their dependents and/or successors. Service provider shall also indemnify MePDCL for any loss caused by the service provider.

#### 17. Safety of System and Data

The Agency shall be fully responsible for upkeep, operation maintenance, security and safety of documents and records in electronic and hard copy transferred to it as well as that subsequently developed by it during the course of its services. These documents and records shall be maintained in an updated condition and returned to MePDCL in good working order on completion of the contract or its termination. Agency shall make good to MePDCL any loss suffered by it due to default of the agency in this respect. Adequate features of security and safety of database to be provided with provision for identification of the person modifying/deleting entries. The data base shall be the sole property of MePDCL and its safety and security shall be the prime responsibility of the contractor.

#### 18. Maintenance of Personnel

- a) The agency shall maintain supervisory and other personnel for efficient management and improvement in the meter reading.
- b) The personnel shall have experience as mentioned in Pre-qualifying Condition. Person in-charge or an alternate shall be available for communication during all business hours.

# 19. Agency Rights

- a) The agency will be given rights to operate in the Area during the Agreement period as an agent of MePDCL, which shall cease to exist on completion of the said period or on termination of the contract.
- b) The agency's rights in the area will be as agent of MePDCL for Meter reading.

# 20. Monitoring

- a) The agency shall submit to the Employer a Report every 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 Meter reading. These reports shall be made available in soft as well as hard copy as per requirements of Engineer of the contract.
- b) The agency shall facilitate access and availability of all data, documents and systems related to the Meter reading to MePDCL.
- c) The agency shall make available its Management at all reasonable times to discuss with concerned officer of MePDCL the operation of the Agreement and related matters.

#### 21. Other terms and conditions

- a) The bidders are required to furnish all required information and documents in English as specified in the tender document.
- b) Bid document shall be printed/typed or prepared in indelible ink. Every page of the bid document should be signed by the authorized signatory with seal. Additions, alterations and over-writings, if any, in the bid document or accompanying documents must be initialed by the person(s) who signs the bid.
- c) The bidder shall properly check the documents before submission to ensure that all information / documents required are included. The bidder shall give a list of enclosures / documents to be enclosed with the Bid.
- d) Bids shall be liable for rejection on the following grounds.
  - (i) Bid is not responsive to the technical criteria laid down in the tender document.
  - (ii) Terms and conditions / technical response / quoted price is vague or ambiguous.

- (iii) Bid is not accompanied by bid security deposit or required documents.
- (iv) Bid is not valid for the specified period.
- e) The MePDCL reserves the right to reject any bid without assigning any reason at any time.
- f) Bidder may be required to make a presentation before the utility for the purpose of clarification on their bid proposal at their own cost, if so desired by the MePDCL.
- g) Bidder should furnish only relevant information/documents.
- h) Pre-bid Meeting: A pre-bid meeting will be held at MePDCL Head Office in Shillong on **04.09.2023**.
- i) Bidders who require clarification on any aspect of the tender documents should email their queries by **01.09.2023** to <u>cemoneva.meecl@gmail.com</u> and the Corporation will respond to such queries. Such clarifications and addendum/corrigendum issued will be treated as part of Bid document.
- j) At any time prior to deadline for submission of bids or extended date, if deemed necessary, MePDCL reserves the right to add/delete/modify any portion of the bid document by issuing an amendment. Such amendment(s) shall be placed on the website of the MePDCL/e-procurement system. The modification shall be binding on all bidders.
- k) Although details included in tender document have been compiled with all reasonable care, it is bidders' responsibility to satisfy themselves that the information/ documents submitted with the bid document are adequate and that there is no conflict between the bid documents and stipulations given in the tender document.
- 1) The bidder may in his own interest, before submitting his bid, examine the Divisions' billing system and the area involved to satisfy himself regarding the field conditions availability of supply in the area and status of present database, systems and commercial procedures.
- m) The bidder may contact Executive Engineer of the concerned Division for help in facilitating these visits. No claim for change in the bid or terms and condition of the contract shall be entertained on the ground that the conditions are different from what were contemplated.
- n) The site-visit will be conducted by the bidder at its own cost and MEPDCL bears no financial responsibility for the same.

#### 22. Technical Bid

The Technical Bid shall comprise the following:

- a) Copies of Companies Registration / Partnership Deed, Copies of Memorandum of Understanding /Letter of Association for the purpose of this Bid.
- b) Copies of Pan Number and valid GST registration.
- c) Compliance to the eligibility criteria presented in Clause 7. The bidder is required to provide the responses against each eligibility criteria as per **Annexure-I.**
- d) Details of relevant experience of the bidder in prescribed format (Annexure-VI)
- e) Manpower details along with qualifications, experience and curriculum vitae (Annexure-VII)
- f) Proposal submission form (Annexure –IV)
- g) Letter of authorization for authorized signatory from a person not less than the rank of Director of the Company

Note 1: Indication of price in Technical Proposal shall lead to outright rejection of Bid.

# 23. Financial/Commercial Bid

- a) The Financial/ Commercial Bid **Annexure-VIII & IX** shall include fees as mentioned under "Scope of Work". This amount should be firm and inclusive of professional fees, out of pocket expenses (including travelling, lodging, boarding etc.), profits and all applicable taxes and levies etc. No price variation and extra payment will be claimed.
- b) The price quoted by the bidders shall be on firm basis. No escalation for any reason whatsoever shall be allowed over and above the bid price.
- c) Tax deduction at source under Income Tax Act shall be made from the amount as per the existing law/act in this regard.
- d) GST will be payable on actuals based on the prevailing applicable rate at the time of raise of invoice by the Agency.
- e) The bidder shall quote prices taking into consideration of the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work shall be carried out by the bidder without any additional cost to MePDCL or its subsidiaries.

f) The Agency shall submit the bills in triplicate to MePDCL addressed to an executive authorized by the Corporation.

#### 24. Bid Validity

The Bid Proposal shall be valid for a period of 180 days from the last date of Bid submission.

#### 25. Due Date

- a) The Bidder shall submit the Bid proposals latest by o5:00PM (IST), 11.09.2023.
- b) MePDCL may at its discretion, extend the deadline for submission of BID
- c) Bids received after the due date and time shall not be considered.

# 26. Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the bid and participation in discussions and negotiations.

# 27. Bid opening and evaluation of proposals

# 27.1. Opening of Technical Proposal

The Technical Bid received by due date and time at the above address shall be opened on **03:00PM (IST) on 12.09.2023** in the MeECL Conference Hall, Lumjingshai, Short Round Road, Shillong and the representatives of the bidders may be present either physically or through video conferencing at the time of opening. The link to join the virtual meeting for opening of the technical bids will be emailed to all bidders.

# 27.2. Evaluation of Technical Proposal

The Technical proposal would be opened and seen with respect to the following:

a) The bidder should agree to the entire scope of work and deliverables. No proposal

- for deviation/ part scope of work will be considered.
- b) The Technical Proposal should contain Forms as per Annexure IV, V,VI, &VII duly filled and signed by authorized signatory.
- c) The proposal will be first evaluated against the eligibility criteria presented in **Clause 7**. The bidder is required to provide the responses against each eligibility criteria as per Annexure-E1. Only the eligible bidders meeting all the eligibility criteria will be considered for further evaluation.
- d) Details of past experience are to be provided in Technical Bid. Documentary evidence (e.g., Copy of work Order/Letter of Award/LoI/Purchase Order/Completion Certificate or any other representative documents etc.) to be provided in support of past experience.
- e) Technical evaluation will be carried out based on the evaluation criteria as mentioned at 5.0 Selection procedure and criteria above.
- f) MePDCL may call for any clarifications/information if required from the bidders.
- g) MePDCL may reference check with other utilities against the experience certificates submitted by the bidders.
- h) The technical scores assigned by MePDCL shall be final and binding.

# 27.3. Opening of Financial Proposal

The "Financial Proposal" would be opened after technical evaluation. The date and time of opening of Financial Proposal would be intimated to the bidders. The Financial Proposal will be opened in the presence of the authorized representatives of the agencies, who wish to be present.

# 28. Earnest Money

- a) The bidder shall furnish along with the bid, earnest money of Rs 1,00,000/-(Rupees One lakhs only) as a Bid Security through RTGS /NEFT/IMPS payable to "Principal Account, MePDCL", payable at Shillong.
- b) Earnest money of unsuccessful Bidders shall be returned within 30 days after finalization of Bid without interest. .
- c) Earnest money will be forfeited, if:

- A Bidder withdraws his Bid during its validity period specified in the proposal
- A successful Bidder fails to sign contract agreement within the date specified by the MePDCL.
- A successful Bidder fails to furnish performance security as mentioned hereinafter.

# 29. Performance Security

The successful bidder shall have to deposit Performance Security in the shape of irrevocable Bank Guarantee for 20% of the total value of work valid for a period from the date of Contract Agreement till six months after completion of the contract, after which it shall be released.

#### 30. Technical Bid Evaluation Criteria

- 1. Only the responsive Bids shall be taken up for evaluation. The MePDCL may reject all proposals if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the terms of RFP or they involve cost substantially higher than the original estimate.
- 2. The proposal will be first evaluated against the eligibility criteria presented in **Section 7.0 Eligibility Criteria**. The bidder is required to provide the responses against each eligibility criteria as **per Annexure-E1**. Only the eligible bidders meeting all the eligibility criteria will be considered for further evaluation.
- 3. The bids will be evaluated on the Quality cum Cost based selection (QCBS) basis with 70% weightage for the technical score and 30% for the financial score. Technical bid shall be evaluated first. The financial bids of bidders who have secured minimum qualifying technical score after technical evaluation shall only be opened. The minimum qualifying technical score is 70% i.e. 70 marks out of 100 marks.
- 4. Technical Evaluation Criteria (to arrive at Technical Score):

	Sl.	Criteria	Maximum
			Marks

Sl.	Criteria	Maximum			
51.	Citeria	Marks			
1	Consulting firm should have experience of doing CMRI of Consumers in any of last three financial years (FY-22-23, FY-21-22 & FY-20-21).				
	The Annual average number of CMRI of consumers in those three financial year :				
	- Up to 1.5 Lakh CMRI of consumers annually(avg.) [30 Marks]				
	- Above 1.5 Lakhs to 3.0 Lakhs consumers annually (avg.) [Additional 10 Marks]	60			
	- Above 3.0 Lakhs to 4.5 Lakhs consumers annually (avg.) [Additional 10 Marks]				
	- Above 4.5 Lakhs consumers or above annually (avg.) [Additional 10 Marks]				
	[Certificates from the client need to be provided mentioning the number of consumers for which CMRI is done]				
2	Bidders shall be required to make a detailed presentation of IT System for Meter Data Analysis and Generation of Output Reports including the below mentioned areas:				
	- Approach & Methodology for CMRI Work [10 Marks]				
	- CMRI Data Analysis and MIS [10 Marks]	40			
	- Demonstration of Cloud based Application for Exception Reporting & ATR [10 Marks]				
	- Demonstration of Cloud based Application Revenue Tracking of 10 Kw & above Consumers [10 Marks]				

# 31. RFP Document Fee

Notice Inviting RFPs and RFP can be downloaded from the website URL mentioned in the **Clause-5.** Bidder is required to submit the RFP document fee of INR 10,000/- (Non-refundable and not exempted) through RTGS/NEFT/IMPS payable to "Principal Account, MePDCL". The scanned copy of the transaction for Bid Fee/RFP document Fee must be submitted **in Folder-A (Qualification Criteria).** 

# 32. Sub-Contracting

No Subcontracting is allowed any portion of the Services under this RFP without written consent of the MePDCL.

# 33. Pre-bid meeting

#### 33.1. Bidders queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to MePDCL as per the submission mode and timelines mentioned in the Bid document. Any requests for clarifications received after the expiry of the date and time mentioned in the RFP may not be entertained by MePDCL. Further, MePDCL shall reserve the right to issue responses/ clarifications/ corrigendum. The pre-bid queries should be submitted in the format as mentioned below, along with name and details of the Bidder submitting the queries.

#	Page	Clause	Statement	Query by	Justification
	No.	(Name &No.)	as per	Bidder	for query (if
			RFP		any)
1					
2					
3					
4					

# **33.2.** Responses to Pre-Bid Queries and Issue of Corrigendum

The MePDCL will organize a pre-Bid Meeting and may respond to any request for clarifications on, and/or modifications of this RFP.

Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-Bid Conference. Also, no separate conferences, will be conducted for any organization which has purchased the RFP at date later than the dates for the above events.

The MePDCL will endeavor to provide timely response to all the queries. However, MePDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by MePDCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by MePDCL in the sole discretion of MePDCL.

All clarifications and any other corrigendum / notification issued by the MePDCL subsequent to the issuance of this RFP, shall be uploaded in the MeECL website.

#### 33.3. Amendment of the RFP document

At any time prior to the deadline for submission of bids, the Department, may, for any reason can modify the Bid Document by an amendment. All the amendments made in the document would be displayed on MePDCL's website & Meghalaya e-tender portal. The Bidders are advised to visit the MePDCL website and Meghalaya e-tendering portal on regular basis for checking necessary updates. The Department also reserves the rights to amend the dates mentioned in this Bid Document for bid process. The Department may, at its discretion, extend the last date for the receipt of Bids.

# 34. Period of Bid Validity

The Bids shall be valid for a period of 180 days from the closing date for submission of the bid. MePDCL may request the Bidder(s) for an extension of the period of validity.

# 35. Rights to Terminate the Process

MePDCL may terminate the RfP process at any time and without assigning any reason. MePDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MePDCL. The bidder's participation in this process may result in MePDCL selecting the bidder to engage in discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the MePDCL to execute a contract

or to continue negotiations. MePDCL may terminate negotiations at any time without assigning any reason.

# 36. Language of Bid

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and MePDCL, shall be written and communicated in English language

# **37.** Documents comprising of Bids

Following table is provided as the guideline for submitting various important documents along with the bid

Sl. No.	Type of folder		Documents to be submitted	
	Pre-qualification folder	i.	Bid covering letter as per Annexure-I	
	(Folder A)	ii.	Check list for the documents to be	
		included in the pre-qualification folde		
			per Annexure- II	
		iii.	Power of attorney / board resolution to	
			the authorized Signatory of the bid	
		iv.	Scanned copy of RFP document Fee and	
			EMD.	
		v.	Financial statement of the company or a	
		certificate from a Chartered Accountant		
		should be provided for the turnover.		
		vi. Copy of Agreement and work completio		
		certificate.		
		vii. Declaration regarding blacklisting as per		
		viii.	Annexure- III Copy of PAN Card and GST Registration	
			Certificate	
		ix.	Undertaking for Data and Information	
			Security	
	Technical Proposal folder	i.	Technical Bid Cover Letter as per	
	(Folder B)		Annexure- IV	
		ii.	Checklist for the documents to be	

	iii. iv.	included in the technical proposal folder as per Annexure- V Approach and Methodology CV of resources persons (2 Data Analyst & 1 Project Manager) as per Annexure- VII
Commercial folder (Folder C)	i. ii.	Commercial Proposal Cover Letter as per Annexure- VIII Commercial/ Financial Bid as per Annexure- IX

Bidders shall furnish the required information on their Pre-Qualification and Technical in the enclosed format only. Any deviations in format may make the RFP liable for rejection. Any deviations in format may make the bid liable for rejection.

## 38. Bid Evaluation process

The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by MePDCL, for the entire period of the contract. The Bidder's Bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.

The evaluation process of the RFP proposed to be adopted by MePDCL is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that MePDCL may adopt. However, MePDCL reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

#### Phase 1 - Qualification Criteria

- a. Bidders are required to submit the Qualification documents in Folder-A along with the required supporting documents in the format specified in RFP.
- b. The Bidders Qualification proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the qualification criteria specified.

- c. The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d. All the bidders will be communicated of the results of evaluation of the qualification bids.
- e. If Commercials are provided along with the qualification Bid, the bid would be summarily be rejected and EMD will be forfeited.
- f. The Technical bids of those bidders who qualify in the qualification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

#### Phase 2 - Technical Evaluation

- a. The Technical Bids and related supporting documents shall be submitted in Folder B along with the required supporting documents in the format specified in the RFP. The Technical Bids of only those Bidders will be opened who have qualified the qualification stage.
- b. MePDCL will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MePDCL's discretion.
- c. The bidders technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in **Clause 30**.
- d. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- e. Bidders are required to provide masked commercials in the Technical Bid. If Commercials are provided along with the Technical Bid, the bid would be summarily be rejected and EMD will be forfeited.
- f. Technical Bid Score: The Technical Bid Score 'St' of the Bidder, shall be derived as under

St = (Stm/SH) \* 100, where

St is the Technical Bid Score

Stm = Score obtained by the concerned bidder

SH= Highest total technical bid marks amongst all evaluated bids.

#### Phase 3 – Commercial/Financial Evaluation

- a) Bidders who obtain 70% marks will be technically qualified and will be considered for financial evaluation.
- b) The bidder must share per unit pricing for each of the components listed in Commercial bid format.
- c) Formula to determine the scores for the Financial Bids shall be as follows Sf = (FL/F)\*100, Where
- d) Sf is the Financial Score

FL is the value of lowest Financial Bid

F is the price quoted in the bid under consideration,

#### Phase 4 - Final Score calculation

- a) The Total score of the Bidder will be determined as under
- b) Total Score (Ts)=(0.70 x St) + (0.30 x Sf)
- c) The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.
- d) The three proposals in the combined technical and financial evaluation were ranked as

H-1 (Highest)

H-2

H-3

The bidder obtained highest score shall be recommended for award of contract.

# 39. Signing of Contract

The firm/service provider shall be required to enter into a contract with MePDCL, within 15 days of the award of the bid or within such extended period, as may be specified by MePDCL, on the basis of the Bid Document. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Letter of Award (LOA).

# 40. Project Timelines and Payments

Sl.	Parameter	Time-Frame	Payments
No.			
1.	Issue of LoA or Work Order	T	NA
2.	Application Support and Helpdesk	T + 1 months	NA
	Operationalization, Training		
3.	Operation & Maintenance phase	Will start from	Monthly Payment for a
		the date of	period of 2
		Helpdesk	Years
		Setup and	1st Month Invoice shall be
		Deployment of	including Component A &
		Team	B as per Annexure-IX and
			Other Invoices shall be
			Component- A only.

## 41. Award of Contract

- a) The successful bidder shall be required to execute a contract agreement within the time period as specified by MePDCL.
- b) The EMD of unsuccessful bidders shall be returned within one month of the auction date, without any interest.
- c) Failure on the part of successful bidder to execute contract agreement within the time schedule, as specified by MePDCL, may lead to cancellation of bid and forfeiture of EMD.

# **42.** DATA Ownership

The ownership of entire data collected during the validity of this contract on or behalf of MePDCL, shall be owned by MePDCL and the same should be handover before the end of the contact agreement.

# 43. Confidentiality

The successful bidder shall maintain secrecy of all sources / information / data connected with the project. The successful bidder shall furnish bond of confidentiality of data / information handed over to them or processed by them for undertaking the consultancy job. Any intellectual property created as part of this assignment will not be published or shared with a third party without the express consent of MePDCL.

## 44. Contract Agreement

- a) In the event of award, the selected Agency will be required to enter in to a Contract Agreement with the MePDCL within 7 (seven) working days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the MePDCL.
- b) Formal Contract Agreement will be executed on non-judicial stamp paper of Rs. 100/- (Rs. one hundred only) as per the format provided by MePDCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each and water mark papers to be purchased by the selected Agency.
- c) The Agreement will be signed in two originals and the selected Agency shall be provided with one signed original Agreement.
- d) The date of execution of the contract agreement in no case shall alter the date of start or completion period of the work.
- e) Till the time a 'Contract Agreement' is prepared and executed, the Letter of Award shall be read in conjunction with the Bidding Documents and will constitute a binding contract.
- f) 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.
- g) The agency shall indemnify MePDCL against any claims, demands, cost and expenses whatsoever which may be made against it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and or a person employed by the Agency or their successors or assigns.

# 45. Fall Back Arrangement

Provision shall be made in the Agreement that in the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the Agreement terms, MePDCL shall have the right, at any time to resort to a fallback arrangement. Under this plan, MePDCL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the agency shall pay the difference to MePDCL failing which MePDCL shall have 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.

## 46. Handing Over on Termination

- a) The contract agreement shall require the agency to co-operate in handing over the facilities and records in good working order to MePDCL. Upon termination of agreement, the company's authority to act in the area shall immediately cease. On termination of agreement, the contractor shall have to provide soft and hard copy of all latest data base in the desired format /files, its source code and the user manual.
- b) The contractor is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by MePDCL on termination of the contract. Significant deviations from current practices would be allowed only after approval from MePDCL

# 47. Disputes

- a) Disputes under the Agreement shall be settled by mutual discussions. Failing this, the disputes will be referred to arbitration by CMD, MeECL or her/his nominee.
- b) The Arbitration shall be carried out as per Indian Arbitration Act and the arbitration award shall be binding on both the parties. The cost of Arbitration shall be borne by the party initiating the request for arbitration proceedings.
- c) The parties to the Agreement shall continue to fulfill their obligations under the Agreement during arbitration proceedings and no payment shall be withheld on this account, unless it is a subject matter of the dispute.

## 48. Force Majeure

- a) 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
  - Strike lockouts or other industrial disputes or disturbances.
  - 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.
  - Lightning, storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.
  - 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.

**Note:** Financial inability to perform or changes in market conditions shall not constitute an event of Force Majeure.

- b) 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.
- c) 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 fulfill its obligations.

# 49. Conduct of Agency's Staffs

- a) 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, MePDCL. 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 "Contractors employee authorized to take meter reading" beneath which the concerning Executive Engineer shall counter sign along with his official seal. The contractor shall be solely responsible for any misuse of the identity card and shall indemnify MePDCL for any loss / liability accruing on account of its misuse.
- b) In the event where an employee or any person deputed by the agency is found by MePDCL to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings, embezzlement of revenue or any other activity which causes direct or indirect loss to MePDCL or its property, reputation etc., the contract with the agency may be terminated after giving a notice of two months 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 MePDCL due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by MePDCL and it will be binding on the agency.
- c) If any of the Agency's employees shall, in the opinion of MePDCL, be guilty of any misconduct or incompetence or negligence, then if so, directed by MePDCL, the company shall at once remove such employee and replace him by a qualified and competent substitute. The employee so removed shall not be put in service again in any area & his identity card shall be surrender to concerned Executive Engineer, MePDCL.
- d) The meter reading area of the operator shall be changed after every four months.

# 50. Compliance

a) Agency shall confirm and undertake to comply with all the applicable Labor and Industrial Laws / Model Standing Orders / Safety laws / procedures and others statutory provisions and MePDCL safety policy and practices as applicable in discharging its functions and duties under these present and under specific work orders and fully observe applicable safety rules and regulations.

- b) Agency shall provide protective safety equipment like Safety Helmets, Safety Shoes, Safety Gloves, Safety Belts, Goggles, etc. to its employees / work men deployed as per the specific requirements of the job being performed. It shall be also obligatory for Agency to comply with all the statutory requirements related to work permit, periodic testing of various tools and tackles including lifting tools and testing kits etc.
- c) Agency shall ensure adequate safety precautions at site as required under the law of the land and shall be entirely responsible for the complete safety of its work men as well as other workers, public, equipment, structure, etc. at site. It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. MePDCL shall not entertain any request for clarifications form the bidders, regarding such local conditions.
- d) It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposal. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by MePDCL. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by MePDCL which are based on the lack of such clear information or its effect on the cost of works to the bidder.
- e) The contract agreement shall require the agency to co-operate in handing over the facilities and records 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.
- f) On termination of agreement, the contractor shall have to provide soft and hard copy of all latest data base in the desired format / files, its source code and the user manual.

## 51. Other Terms and Conditions

- a) The financial proposal by the Agency shall be in Indian Rupees as per format enclosed.
- b) All claims shall be raised by the selected Agency as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress recommended by MePDCL for which MePDCL has the sole discretion for assessing

- the quality of work.
- c) In case there is a delay by the selected Agency in accomplishing the work as per scope of work which in the opinion of MePDCL is attributable to the selected Agency, MePDCL reserves the right to get such specific work(s) done through any other Agency(s) at the risk and cost of the selected Agency for timely completion of the work.
- d) In case the performance of the proposed team member(s) is not satisfactory, the Agency will be asked to change/replace the team member(s) within three days of receipt of such request from MePDCL with a member acceptable to MePDCL.
- e) MePDCL can cancel the contract at any stage of the work, in case it is found that the knowledge of a team/team member(s) and or his/her performance is not satisfactory, any information given at the time of submission of the bid is found to be incorrect.
- f) The successful bidder shall have to submit the required papers / reports / studies in hard copy as well as soft copy or as desired by MePDCL.
- g) From the time of opening of Bid and till its finalization, no correspondence of any type shall be entertained, unless called for by MePDCL. Any type of uncalled for clarifications on prices and / or rebates shall not be accepted. Unilateral correspondence / clarification / rebate / additions etc. from bidder's side may lead to cancellation of bid.
- h) Given the nature of the work being entrusted, the selected bidder would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of MePDCL, failing which the engagement of the Agency could be terminated.
- i) If due to any reason or decision of the MePDCL, the Assignment is dropped and the Agency is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Agency and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- j) Conflict of Interest: Organizations would not be hired for any work whose interests are in conflict with their prior or current obligations to the other organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by MePDCL.

- k) MePDCL is neither under any obligation to select any bidder, nor to give any reason for selecting any bidder. MePDCL is also under no obligation to proceed with the work or part thereof.
- MePDCL reserve the right to accept or reject any or all Proposals/Offers or annul
  the bid Process or modify/ change the content of the bid document without
  assigning any reason.
- m) MePDCL shall not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- n) Any dispute in connection with the Bid shall be subject to jurisdiction of Court at Shillong.
- o) If modifications become necessary during the currency of the contract, the same shall be made with consent of both parties. However no additional amount shall be payable due to such modifications.

## ANNEXURE-I: QUALIFICATION CRITERIA COVER LETTER

(To be provided on the letter head of Bidder)

Date: dd/mm/yyyy

To,

The Chief Engineer (PMC)

Meghalaya Power Distribution Corporation Limited

Lumjingshai, Short Round Road,

Shillong, Meghalaya-793001

Sub: MRI based services (From 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited

Ref: RFP Ref No. xxxx dt.xx-xx-xxxx

Dear Sir / Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for CMRI based services (For consumers of connected load/contract demand from 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited.

We attach hereto our responses to qualification criteria as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MePDCL, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do

so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP

document and also agree to abide by this RFP response for a period of 180 days from the

date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we

shall submit the contract performance Security in the form prescribed the RFP.

We agree that you are not bound to accept any RFP response you may receive. We also agree

that you reserve the right in absolute sense to reject all or any of the products/ services

specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/

firm/ organization and empowered to sign this document as well as such other documents,

which may be required in this connection.

Enclosed:

1. Annexure-II (Checklist for the Documents to be included in the Qualification

Criteria Folder)

2. Supporting documents

Signature of Authorized Signatory (with official seal) Name:

Designation: Address: Telephone & Fax: Email address:

# Annexure- II: Checklist for the documents to be included in the Qualification Criteria Folder

Sl.	Eligibility Criteria	Response by Bidder	Documentary Proof	Page Reference
1	Copy of Companies Registration / Partnership Deed			
2	Copy of PAN			
3	Copy of GST Registration			
4	Copy of PF & ESI registration			
5	The Bidder must be a registered legal entity in India and must be in the business of development/ procurement/ providing of billing software/ IT services for Government/ Government undertaking/ power utilities companies for last three years (immediately preceding March 2023).			
6	The agency should have experience for the field work, reading of electrical /electronic meters through CMRI Billing system, feeder wise energy accounting, data downloading through CMRI in the last three financial years. They should submit the performance certificate in proof of the same from Government/Government undertaking/power utilities companies for satisfactory completion of work for at least three years (immediately preceding March 2023).			
7	The Bidder should provide an undertaking letter that it should be able to provide the updates to the software			

Sl.	Eligibility Criteria	Response by Bidder	Documentary Proof	Page Reference
	within 15 days as and when business			
	requirements changes including tariff			
	change.			
8	The Bidder should have executed at least			
	one single work order of CMRI based			
	billing worth Rs. 1.00 Cr in any of the last			
	three financial years (immediately			
	preceding March 2023) or total work			
	order of CMRI based billing worth Rs. 3			
	Cr in the last three financial years			
	(immediately preceding March 2023),			
	supported by Work Order/Agreement			
	copies.			
9	The bidder must have experience of			
	average 10,000 CMRI of meters on			
	monthly basis for any power utility for at			
	least one year during any of the last three			
	financial years.			
10	That it has a minimum average annual			
	turnover of INR Twenty Crores (Rs. 20			
	Crores) in power sector during the last			
	three (3) financial years preceding FY2022-23, i.e., FY 2019-20, FY 2020-21			
	and FY 2021-22 (The bidder shall provide			
	the photocopies of the relevant auditor			
	certified documents as proof of this).			
11	The bidder must have adequate skilled			
11	staff such as CMRI meter readers,			
	computer operator for bill preparation			
	and other qualified IT Professionals (B.			
	Tech or Equivalent) to handle the			
	required volume of CMRI based meter			
	reading, bill preparation and printing			
	work and CMRI Data analysis. The			

Sl.	Eligibility Criteria	Response by Bidder	Documentary Proof	Page Reference
	complete list of staff for 100 persons			
	along with their name, qualification,			
	experience, Mobile number, salary			
	amount paid as per PF/ESI (This			
	certificate should be signed by HR as per			
	Annexure T-3).			
12	Minimum 200 CMRI instrument shall be			
	available with the bidder. The bidder is			
	required to provide proof (serial number			
	and make).			
13	The bidder should provide ISO			
	9001:2008 for quality management			
	system and ISO 27001:2003 information			
	security management systems for IT			
	service before execution of agreement.			
	(Provide certificate /undertaking for same).			
1.4	Bidder should not have been black			
14	listed/debarred from any other Discom of			
	the country or any government			
	organization in India. Requisite self-			
	declaration in support of same on non-			
	judicial stamp paper of Rs. 100/- is to be			
	provided.			
15	Bidder should have cloud-based			
	application to provide CMRI data, CMRI			
	Reports and Load Survey and Tamper			
	Analysis based on CMRI Data to			
	MePDCL. (Provide proof/undertaking for			
	same).			
16	Tender cost/ RFP fee			
17	EMD			

## ANNEXURE-III: FORMAT FOR SELF-DECLARATION - NON BLACKLISTING

(To be provided on the letter head of Bidder)

Date: dd/mm/yyyy

To,

The Chief Engineer (PMC)

Meghalaya Power Distribution Corporation Limited
Lumjingshai, Short Round Road,

Shillong, Meghalaya- 793001

Sir/Madam,

In response to the RFP Ref. No. dt. CMRI based services (For consumers of connected load/contract demand from 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited, as owner/partner/Director of , I/ We hereby declare that presently our Company/firm is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any Private/State/Central Government/PSU.

We further declare that presently our Company/ firm is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the RFP if any to the extent accepted may be cancelled.

Thanking you,

(Authorized Signatory) Name:

Designation: Address:

ANNEXURE: IV: TECHNICAL BID COVER LETTER

To,

The Chief Engineer (PMC)

Meghalaya Power Distribution Corporation Limited

Lumjingshai, Short Round Road,

Shillong, Meghalaya-793001

Dear Sir,

Sub: MRI based services (For consumers of connected load/contract demand from 10  $\,$ 

KW/KVA and above) in Meghalaya Power Distribution Corporation Limited.

Ref: RFP No: <No> Dated <DD/MM/YYYY>

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide CMRI based services (For consumers of connected load/contract demand from 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and MePDCL.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of submission of bid and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and MePDCL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered to MePDCL is true,

accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MePDCL as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Enclosed: ANNEXURE-V: PROFORMA FOR TECHNICAL- BID

Signature of Authorized Signatory (with official seal) Name:

Designation:

Address

Telephone & Fax

E-mail address :

# ANNEXURE-V: PROFORMA FOR TECHNICAL- BID

Sl	Technical Bid Evaluation	Supporting	Reference with
No.	Criteria	document Required	Page nos.
A	Technical Qualification		
	Experience of CMRI based data meter reading ( Average number of CMRI of consumers annually in last three financial years- FY20-21, FY- 21-22 & FY-22-23)	Average nos of CMRI of Consumers per annum (Supporting document As per Annexure-VI)	
В	Presentation & Demonstration		
	<ul> <li>- Approach &amp; Methodology for CMRI Work</li> <li>- CMRI Data Analysis and MIS</li> <li>- Demonstration of Cloud based Application for Exception Reporting &amp; ATR</li> <li>- Demonstration of Cloud based Application Revenue Tracking of 10 Kw &amp; above Consumers</li> </ul>	Presentation of proposed Solution demonstration by Bidders (Approx. Time – 30 mins)	

## ANNEXURE-VI: SERVICES CARRIED OUT IN LAST THREE YEARS

(Using the format below, provide information on each **reference assignment** for which your firm/entity, either individually or as a corporate entity or as one of the major companies within an association, was legally contracted)

Name of Firm	
Name of assignment	
Location within the Country	
Name of client and address	
Duration of assignment	Start (Month/Year) Completion (Month/Year
Approx. value in Indian	
Rupees	
Nos. of CMRI done	Nos. of Consumer Year wise
Name of senior staff	
(Project Director /	
Coordinator / team leader	
involved and functions	
performed	
Professional staff	
employed(Give profile in	
brief)	
Narrative description of the	
project (in brief)	
Reference contact person on	
client side:	

(Authorized Signatory)

(Name & Title of Signatory)

Name and Address of the Firm

[Note - Please provide work order/completion certificate/progress certificate duly signed by the client against each experience. Non providing the certificate will lead to not considering the experience provided.]

# ANNEXURE-VII: PERSONNEL DEPLOYMENT SCHEDULE

a. Name of Firm:

b.	Name of S	Staff:							
c.	Contact Details:								
d.	Designation:								
e.	Areas of Expertise:								
f.	Date of Birth:								
g.	Years with	n the Firm	: -						
h.	Total Year	rs of Expe	rience:						
i.	Nationalit	ty:							
j.	Education	ı:							
Q1	No		Domes Ob	<b>.</b>	J	T.,		Dat	
51	. No.		Degree Ob	otan	nea	Institution	1	Dat	es
k.	Key Quali	fications							
l.	Other Tra								
			Experience:						
n.	Language		experience.						
11.	Language	·							
Sl	. No.	Language	е		Speak		Read		Write
0.	Employm	ent Recor	d:						
Fre	om/To								
	nployer								
	sition held								
	y Duties As	esigned:							
Ke,	y Duties As	ssigneu.							
p.	Work Und	dertaken t	hat Best Illu	ıstr	ates Capa	ibility to Ha	ndle the Tas	ks As	ssigned
· [	Name of								
	Year:								
•	Location:								
	Client:								
-	Main pr	oject featu	ires:						
	Activities								
Ĺ									

#### ANNEXURE-VIII: COMMERCIAL PROPOSAL COVER LETTER

Date: dd/mm/yyyy

To,

The Chief Engineer (PMC)

Meghalaya Power Distribution Corporation Limited

Lumjingshai, Short Round Road,

Shillong, Meghalaya-793001

Sub: RFP for MRI based services (For consumers of connected load/contract demand from 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited.

Ref: RFP Ref No. xxxx dt.xx-xx-xxxx

Dear Sir / Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "RFP for CMRI based services (For consumers of connected load/contract demand from 10 KW/KVA and above) in Meghalaya Power Distribution Corporation Limited", do hereby propose to provide services as specified in the RFP referred above.

#### 1. PRICE & VALIDITY

- All the prices mentioned in our bid proposal are in accordance with the terms as specified in the RFP.
- All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from opening of RFP.
- We hereby confirm that our RFP prices include all taxes. Taxes are quoted separately under relevant clauses, as specified in the RFP formats
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

#### 2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on

account of payment as well as for price adjustment in case of any increase to / decrease from

the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP

documents and there are no deviations, irrespective of whatever has been stated to the

contrary anywhere else in our bid.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to

Bidders. In case you require any other further information/documentary proof in this regard

before evaluation of our bid proposal, we agree to furnish the same in time to your

satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP

document. These prices are indicated in the subsequent sub-clauses of this Section.

6. PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the

Performance Security as prescribed in the RFP.

We hereby declare that our RFP is made in good faith, without collusion or fraud and the

information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our RFP is binding on us and We confirm that no Technical deviations

are attached here with this commercial offer.

Enclosed: ANNEXURE-IX: COMMERCIAL PROPOSAL FORMAT & INSTRUCTIONS

Thanking you, (Authorized Signatory) Name:

Date:

# ANNEXURE-IX: COMMERCIAL PROPOSAL FORMAT & INSTRUCTIONS

Sl.	Item Description	Unit	Qty.	Unit Rates inclusive GST (in. Rs.)	Total Cost for One Year incl. GST (Rs.)
	One time in year				
1	Collection of Current Physical and Visual Information like, Meter Status, Tamper indications, Meter/ Site Photographs, GPS Coordinates, Process, Mobile no, Email address etc. by visiting each consumer site.	Per Consumer.	5032		
	Monthly Activity				
2	Downloading the meter reading of main meter through CMRI instrument & uploading in the system	Per Meter	5032		
3	If CMRI cannot be done then manual reading of main meter	Per Meter	50		
4	Downloading the meter reading of Check/injection/ double/pole meter through CMR Instrument & uploading in the system	Per Meter	2000		
5	If CMRI cannot be done then manual reading of Check/injection/double/pole meters	Per meter	20		
6	Distribution of bills with acknowledgement at consumer site including SMS and E-mail	Per Consumer.	5032		
7	CMRI data analysis, comparison of both main & pole meter data or main/pole meter data when only one of the meters is in working condition with irregularities details if any	Per Consumer	5032		
8	Downloading the meter reading of 11 KV & 33kV Feeder through CMRI/LPR instrument.	Per Meter	459		

#### Note:

- 1. The Quantity mentioned above are for approximate quantities for per month only. The actual quantity may vary by  $\pm$  20%, based on actual consumers and assets on ground.
- 2. Clam for the items in Sl. No. 3 & 5 is limited up to maximum 1% of the respective total quantity. Beyond this limit, cost on this heads will not be eligible to consider/clam.
- Price should be inclusive the cost of implementation, up-gradation and maintenance charges of the software. MePDCL will not bear any addition cost for software.
- 4. Price should include insurance, PF, pocket or any other benefits extended by bidder to its employee.
- 5. The Cost for the item in Sl. No. 1 regarding collection of Physical and Visual Information will be payable for once in a year which shall be raised along with first month invoice only.
- 6. No column should be left blank otherwise the bid shall be rejected.
- 7. Unit Cost should be per seat per month
- 8. The fees shall be inclusive of all Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India.