Bihar State Power (Holding) Company Ltd, Patna

Tender Notice No. - 153/PR/BSPHCL/2012

Description of works	Cost of BOQ	EMD	Sale of BOQ	Submission and opening of tender
Tenders are invited from Agency/ Firm/ Company/State and Central Government Undertakings for providing and managing collection of energy bills from consumers through mobile payment provider (mobile commerce)	Rs. 10,000/- (Cash/ BD in favour of Sr. Manager, Finance & Account (Sectt.) Bihar State Power (Holding) Company Ltd., Payable at Patna	Rs. 1,00,000/-	Working day from 29.11.12 at 10.00 AM to 20.12.12 upto 3.00 PM	21.12.12 upto 1.00 PM 21.12.12 At 3.00 PM

Eligibility Criteria :- The tender documents are available in the office of Financial Controller (Revenue), Bihar State Power (Holding) Company Ltd.,, Patna and also available in downloadable form at website **www.bseb.bih.nic.in** downloaded tender documents must be accompanied with Demand Draft in favour of Sr. Manager, Finance & Account (Sectt.),Bihar State Power (Holding) Company Ltd., Payable at Patna towards the cost of BOQ failing which the tender shall be summarily rejected.

Financial Controller (Revenue)

For complains regarding corruption Vigilance Help Line No.- 9431821485, 0612-2504969 उपभोक्ता बिजली बिल सहज वसुधा केन्द्र अथवा www.bsebbills.org के माध्यम से भी जमा कर सकते हैं

Bihar State Power (Holding) Company Ltd., Patna

(Department of Revenue)

General Terms & Conditions

f o r

Providing and managing collection of energy bills from consumers through mobile payment provider (mobile commerce) etc.

NIT No. : 153/PR/BSPHCL/2012

Cost of BOQ Rs. 10,000/-

Bihar State Power (Holding) Company Ltd., Patna
(Department of Revenue)

Tender for Providing and managing collection of energy bills from consumers through mobile payment provider (mobile commerce) etc.

NIT No. -153/PR/BSPHCL/2012

General Terms & Conditions

Sealed tenders are invited from Agency/Firm/Company/State and Central Govt. Undertakings for providing and managing collection of energy bills from consumers through mobile payment provider (mobile commerce) etc.

2. GENERAL INFORMATION

Bihar State Power (Holding) Company Ltd. (BSPHCL), Patna through its two Distribution Companies currently serves around 35 lakhs consumers throughout the state of Bihar. The Electricity distribution in the state has been divided into 7 (seven) Electric Supply Areas, 16 (sixteen) Electric Supply Circles, 65 (sixty five) Electric Supply Divisions and 200 (Two hundred only) Electric Supply Sub- division. Computerised billing is presently done by different agencies/ departmentally for each Electric Supply Area.

In today's fast paced life wherein time is the scarcest resources, the first and foremost priority of everyone is to optimize the daily schedule and reduce the time spent on mundane chores like payment of electricity/ telephone bills. On its part, the BSPHCL keeping paced with the fast growing world, is also taking a step towards making the life of the consumer a lot easier by leveraging the latest technologies of today. In this direction the BSPHCL envisages the selling up of an anywhere electricity bill payment facility for its esteemed consumers, which shall spare them the rigours of the present day bill payment process. BSPHCL is planning to provide facility to its consumers to pay electricity bill through mobile payment (mobile commerce) i.e. consumer can pay energy bill through mobile payment service providers. The tenderers dealing with services that allow the consumer to pay all his bill (electricity, mobile, water etc.) through any electronic modes.

3. DESIRED BENEFIT OF THE PROGRAMME

(i) Consumer may be provided with an extremely convenient payment solution through any electronic modes. Services can be used anytime and anywhere at door steps.

(ii) Services reduce the overall time, effort and cost for the Department towards collecting dues from the consumers as a faster way of collecting funds.

4. COST OF BOQ

The tender documents containing Terms & conditions along with prescribed format for furnishing required information/details can be obtained from the office of the Financial Controller (Revenue), Bihar State Power (Holding) Company Ltd, Patna Vidyut Bhawan, Patna on any working day from 29.11.2012 at 10.00 AM to 20.12.2012 at 3.00 PM on payment of Rs. 10000/- (Rs. ten thousand) only (non-refundable) either in cash or Bank draft drawn in favour of Sr. Manager, Finance & Account (Sectt.) Bihar State Power (Holding) Company Ltd, payable at Patna.

The tender documents are also available in downloadable form at website **www.bseb.bih.nic.in** Download tender documents must be accompanied with demand draft of Rs. 10000/- in favour of Sr. Manager, Finance & Account (Sectt.), Bihar State Power (Holding) Company Ltd., payable at Patna towards the cost of BOQ failing which the tender shall be summarily rejected.

5. SCOPE OF WORK

i. Consumer should be able to pay their electricity bill from any place by using their mobile phone

ii. The service should not be limited to any specific type of mobile phone. Service should work on all type of phone.

iii. Service provider should provide payment configurations in form of SMS reflecting the system generated money receipt bearing unique number from Bihar State Power (Holding) Company Limited's portal.

iv. The successful tenderers will submit proper MIS reports of the bill payment collection status to BSPHCL on daily, monthly and end of financial year or as and when required.

v. The system should have provision to help the Privileged users to reconcile the payment transactions, segregate the information billing unit wise.

vi. The firm will provide minimum 128 bit encryption through secure site certificate to conduct safe and secure electronic transactions over the internet and most importantly by securing consumers information. The system should be highly secure and unauthorised users should not be able to access data.

6. SUBMISSION OF TENDER DOCUMENT

After Pre-bid meeting, the tenderer will submit the tender in duplicate in two parts i.e. Part-I –Technical & Commercial Part and Part II – Price Part in separate sealed envelopes marked clearly "Original" and "Duplicate" and in case of discrepancies between them original shall prevail. The tenderer must mention Part-I for Technical & Commercial Part and Part-II for Price Part on the respective sealed envelopes.

The tenderer should also mention the name with address, telephone no., mobile no., fax no., NIT no., due date of opening of the tender and details of the Earnest Money deposited on the cover of both the sealed envelopes. Tender received in unsealed/open envelopes will be rejected.

7. DUE DATE FOR SUBMISSION OF TENDER DOCUMENTS

Sealed tender i.e. Part-I-Technical & Commercial Part and Part –II –Price Part shall be submitted in the office of the Financial Controller (Revenue), Bihar State Power (Holding) Company Ltd., Vidyut Bhawan, Baily Road, Patna latest by 21.12.12 up to 01.00 PM The tender documents received after 1.00 PM on 21.12.12 even due to postal delay will not be accepted by the Board. The Part-I i.e. Technical & Commercial Part will be opened on 21.12.12 at 3.00 PM in presence of tenderers or their authorised representatives. The tenderer who will qualify Part-I i.e Technical & Commercial Part, would be communicated for opening of Part-II i.e Price Part on a suitable date.

8. PRE-BID MEETING

BSPHCL shall hold a pre-bid meeting with the prospective bidders on 10.12.12 at 12.00 PM in the Conference Hall, Vidyut Bhawan, Bailey Road, Patna. The bidder will have to send their queries for pre-bid meeting by 05.12.12 through e-mail **(ibprasad55@gmail.com)** or by post. All queries to be raised in the pre-bid meeting will relate to the scope of work given in this document.

9. VALIDITY OF TENDER

The offer of the tenderer should be valid for at least 180 days from the date of opening of the Part-I i.e Technical and Commercial Part.

10. EARNEST MONEY

(i) Tender must be accompanied with Earnest Money of Rs. 1,00,000/- (Rupees one lacs only) failing which tender will not be considered for opening of the Price Part.

(ii) The Earnest Money should be deposited either in cash with the Sr. Manager, Finance & Account (Sectt.),, Bihar State Power (Holding) Company Ltd., or in the shape of Bank Draft issued by a Nationalised Bank/Scheduled Bank only, drawn in favour of Sr. Manager, Finance & Account (Sectt.), Bihar State Power (Holding) Company Ltd., payable at Patna.

(iii) Cheques will not be accepted towards deposit of Earnest Money.
(iv) No Earnest Money will be accepted after the due date and time of submission of tender document.
(v) Earnest Money deposited with other NIT will not be adjusted with this NIT.
(vi) No Bank commission or interest will be paid on the Earnest Money.

11. EXEMPTION FROM DEPOSITING OF EARNEST MONEY

State Government and Central Government department/undertaking are exempted from depositing of Earnest Money.

12. FORFEITURE OF EARNEST MONEY

The Earnest Money will be forfeited in the following cases :-

(i) If a tenderer withdraws its offer after opening of technical & commercial part (part-I) or price part (Part-II) before expiry of validity period of the tender.

(ii) If a successful tenderer fails to deposit requisite amount towards the performance security within specified time as per intimation/request of the Board.

(iii) if a successful tenderer fails to execute an agreement within specified time as per intimation/request of the Board.

13. PERFORMANCE SECURITY

The Successful tenderer will have to deposit Rs. 25,00,000/- (Rupees twenty five lacs). However, the amount of Performance Security is liable to reviewed after every six months and will be recalculated on the basis of two days average collection of bill amount of the successful tenderer. Performance Security will be deposited either in the shape of Bank Draft issued by a Nationalised Band/Scheduled Bank only drawn in favour Sr. Manager, Finance & Account (Headquarter), payable at Patna or in shape of Bank Guarantee (as per proforma enclosed **Annexure 'A'**) in favour of Sr. Manager, Finance & Account (Headquarter) Payable at Patna in enclosed prescribed format. Performance Security is non interest bearing.

14.REFUND OF EARNEST MONEY AND PERFORMANCE SECURITY

Earnest Money deposited by the unsuccessful tenderer will be refunded to the tenderer immediately after finalisation of the tender. Earnest money, Security deposit and performance guarantee will be returned/ released after successful completion of contract agreement and settlement of accounts within six (6) months of completion of contractual period.

15. FORFEITURE/ENCASHMENT OF PERFORMANCE SECURITY

The performance security will be forfeited/ encashed in case of unsatisfactory/defective performance. The decision of Financial Controller (Revenue), BSPHCL shall be final and binding on successful tenderer.

16. ELIGIBILITY OF THE TENDERER

i. Tenderer should have good experience in handling of mobile e-commerce and has to furnish documentary evidence in support of their technical capability of providing same/similar services.

ii. Tenderers should have capability of providing services at multiple locations.

iii. Tenderer should be registered under service tax.

iv. Tenderer should have to comply with other statutory requirements/regulations issued by the competent authority from time to time.

v. The tenderer must have a Minimum Average Annual Turnover of Rs. 5 Crore of last 1 (One) financial year. The tenderer should submit Income Tax Return/ duly audited P&L A/c, Balance Sheet of the last 1 (One) year in support of their Annual Turnover.

vi. The tenderer should be licensed by RBI to operate such services.

vii. The tenderer should have an existing base of operations in Bihar.

viii. The tenderer should be providing services of mobile-e-commerce in at least two utility/ organisation. Proof of work order in this regard must have to be submitted.

17. RATES

The tenderer must quote rates per consumer per month in figures and words in the prescribed format. The rates should be quoted exclusive of all taxes and duties. Service Tax will be paid extra by the BSPHCL on actual basis on presentation of documentary evidence.

18. EVALUATION OF PRICE PART & SELECTION :

Successful tenderer will be decided on the basis of price quoted per consumer per month by the tenderer.

19. PANEL OF SHORT LISTED TENDERERS:

After awarding the work to a particular tenderer, a panel of the short listed tenderers will also be prepared out of the valid tenderers other than L-1 tenderers. BSPHCL shall reserve the right to select more than one tenderers for carrying out present scope of work for extending benefits of payment facility to all consumers throughout the state depending upon the reach, area of operation and network of the selected bidder in whole of the state.

20. **ALLOTMENT OF WORK** :

The successful tenderer shall be allotted the collection of monthly energy bills from consumers through their Common Service Centres/various outlets, etc in various locations as authorised by BSPHCL. Further more than one successful bidders may be selected in any location.

21. COMMENCEMENT OF WORK :

The tenderer has to complete all the work and commence the work within 3 (three) months from the receipt of the work order.

22. PAYMENT TERMS

The paying officer will be Sr. Manager, Finance & Account (Headquarter), BSPHCL, Patna. The successful tenderer shall furnish monthly bills in duplicate to the Sr. Manager, Finance & Account (Headquarter) as per rates and terms & conditions of the contract agreement who will after deducting the penalty, if any will make payment.

23. PENALTY

(i) For every error/commission in collection of monthly energy bills due to mistakes by the successful tenderer and loss incurred by the BSPHCL due to delay in receiving payment, the amount equivalent to prevailing DPS will be realised from the successful tenderer

(ii) For every error/omission in collection of monthly energy bills due to mistakes by the successful tenderer and the same amount is not recoverable from the consumers in future, the loss incurred by the BSPHCL plus the amount equivalent to prevailing rate of DPS will be realised from the successful tenderer.

(iii) The successful tenderer will deposit the collected amount in the nominated BSPHCL A/c in T+1 (one) day positively from the date of collection, failing which a deduction @ 1% of the collected amount from the successful tenderer will be made for each day of delay.

24. CONTRACT PERIOD:

The contract period will be for 2 (Two) year. However, the same may be extended after review of the performance on same terms & condition and on mutual consent.

25. <u>AGREEMENT</u>

The successful tenderer will have to execute an Agreement for execution of the works allotted to them with the Financial Controller (Revenue), Bihar State Power (Holding) Company Ltd., in the prescribed format.

26. BLACK LISTED FROM ANY SEBS/POWER SECTOR/STATE GOVT. CENTRAL GOVT./STATE AND CENTRAL GOVT. UNDERTAKINGS & <u>CONVICTED BY COURT OF LAW</u>.

Tender submitted by any Agency/Firm/Company/State and Central Govt. Undertakings/Bank who had been blacklisted by any State Electricity Board/Power Sector Companies/State Government/ Central Government/ State and Central Undertakings and/or convicted by a Court of law will be rejected. The Tenderer will submit an affidavit in this regard in the prescribed format **(Annexure "B")**

27. <u>CONDITION FOR TERMINATION OF CONTRACT AGGREEMENT</u>

BSPHCL will have the authority to terminate the contract and shall reserve the right to allot the same to any other willing valid tenderer in case of unsatisfactory performance of the successful tenderer or switching over the system.

28. <u>DOCUMENT TO BE SUBMITTED WITH THE TENDERER</u>

The tenderer will submit the following documents with their offer :

(i) PART-I i.e Technical & Commercial Part in the prescribed format as mentioned in **Annexure "C"**

(ii) PART-II i.e. Price Part in the prescribed format as mentioned in **Annexure "D"**

29. <u>AUTHENCITY OF THE DOCUMENTS</u>

Every page of tender document along with enclosures must be signed by the tenderer.

30. <u>JURISDICTION OF THE COURT</u>

In case of any legal dispute arising out of this tender/contract, the jurisdiction shall be the courts at Patna only.

31. <u>REPORT & RETURNS</u>

The successful tenderer has to submit the following reports and returns:

(i) Daily Transaction Report
(ii) DCR summary Report
(iii) Reconciliation Report
(iv) Other information as desired by BSPHCL time to time.

32. <u>GENERAL</u>

(i) The successful tenderer has to maintain a complete data backup from starting of the work to expiry/termination of their contract. Bihar State Power (Holding) Company Ltd., may at its liberty, call for any information regarding any consumer and for any period.

(ii) BSPHCL shall not be responsible for any postal delay, non-receipt/non-delivery or late receipt of tender document.

(iii) Financial Controller (Revenue), BSPHCL reserves the right to extend the date of submission/opening of the tender, and/or reject any or all the tender without assigning any reason thereof.

(iv) In the event of any dispute or difference arising during the tenure of the contract hereby touching any clause, matter, interpretation or doings here in contained or of the operation of contract hereof or the right, duties, or liabilities of either party under or in connection therewith, then and in every such case except wherein otherwise stated, the decision of the Director (Finance)/Chairman-cum- Managing Director, BSPHCL upon such dispute or differences shall be final and conclusive and binding upon each of the parties hereto.

(v) It the Agency/ Firm/ Company/ State Govt./ Central Govt. State and Central Govt. Undertakings :

(a) Shall be found guilty of omission/ commission/any kind of irregularities or in respect of the contract or shall offer any bribe or gratitude, either personally or by means of any of his employee to any person of Bihar State Power (Holding) Company Ltd.

(b) Shall fail to deliver any assigned work whole or part in accordance with the instructions of officer-in-charge/shall become insolvent or shall apply for relief as an insolvent debtor then and in every or any of such case, Financial Controller (Revenue) of the BSPHCL shall be at liberty to determine the contract and the performance Security of the contractor shall there upon become forfeited and become absolute property of BSPHCL but without prejudice to the right of any other action (if any) of BSPHCL against the Agency/Firm/ company/ State Govt./ Central Govt./ State & Central Govt. Undertakings in respect of any loss or damage.

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Annexure-A

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

Ref. _____ Date _____

Bank Guarantee No. _____ Date _____

To,

The Financial Controller (Revenue)
Bihar State Power (Holding) Company Ltd., Patna.

Dear Sir

In consideration of Bihar State Power (Holding) Company Ltd., (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the contest or meaning there of include its successors, administrators and assigns) having awarded the work for providing and managing collection of monthly energy bills from consumers through mobile payment provider (mobile commerce) etc to M/s _____ with its registered/Head office at _____ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), by Letter of Award No. _____ dated _____ and the same having been acknowledged by the "Contractor", resulting in a Contract to be executed for which the "Contractor" having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract amounting to Rs._____ (Rupees _____) only.

We _____ (Name & Address of Bank) ,having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns} do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the "Contractor" to the extent of Rs. _____ Lakh (Rs. _____)

Only as aforesaid: at any time up to _____ (days/month /year) Without any demur, reservation, contest, recourse or protest and/or without any reference to the "Contractor"' .

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner the "Contractor" or any dispute pending before any Court, Tribunal, Arbitrator or any other authority, The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the "Contractor". The Owner shall have the fullest liberty, without affecting this

guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the "Contractor", and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the "Contractor" *or* any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing what so ever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the "Contractor" and not withstanding any security or other guarantee the Owner may have in relation to the "Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to……and it shall remain in force up to and including ……. and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s …… on whose behalf this guarantee has been given.

Dated this …… day of …….. 20 ……. at ……..

WITNESS :

……..	……..
(Signature)	(Signature)
……..	……..
(Name)	(Name)
……..	……..
(Official Address)	(Official Address)

Attorney as per power of Attorney No. …….. Date …….

Annexure-B

The Notary (Public)
Civil Court .....

I ..... aged about ..... years, Son of ..... R/O Moh./Vill. ..... P.S ..... Distt. ..... do hereby solemnly affirm state as follows :

1. That I am the Proprietor of M/s.....
2. That my Agency/ Firm/ Company/ Registered Societies/ State and Central Government Undertakings has been allowed to participate in the Tender for providing and managing collection of monthly energy bills from consumers through mobile payment provider (mobile commerce) etc ..... vide NIT No. ...../PR/BSPHCL/2012 by the Bihar State Power (Holding) Company Ltd., Patna.
3. That, I have neither been convicted nor any cognizance has been taken against me by any Court of Law till date.
4. That, my Agency/ Firm/ Company/ Registered Societies/ State and Central Government Undertakings has not blacklisted from any State Electricity Board/ Power Sector / State Government/ Central Government / State & Central Government Undertakings.

The above statement is true to the best of my knowledge and belief.

Witness **Depondent**

1..... .....

Annexure-C

PART-I i.e. Technical and Commercial Part

1. NIT No. :

2. Name of locations, Block, District :
   (may attach the Details in Separate Sheet)

3. Name of the Tenderer :

4. Address :

5. Tel./ Mobile/Fax No. :

6. Validity of the Tender :

7. Details of the Earnest Money :
   (a) In case of Bank Draft
   i. Name of the Bank :
   ii. B.D.No. & date :
   iii. Amount :

   (b) In case of Exemption, supporting documents enclosed :

8. No. of Manpower employed :

9. **Financial Status**
   Income Tax return of last 1 (one) year (enclose self attested xerox copy duly audited of P&L A/c. Balance Sheet)

Year	Turn Over/Gross Income (Rs. in Lacs)
2011-12	

10. Service Tax Registration No. :
    (enclose self attested xerox copy)

11. Whether blacklisted by any SEBs/ Power Sector Companies, State Govt./Central Govt./State and Central Govt. Undertakings? If blacklisted, indicate details. (Submit the affidavit about non blacklisting in prescribed format) :

12. Whether convicted by any court of Law? If convicted, indicate details and enclosed self attested photocopy of the order. :

13. No. of consumers/ connections in Bihar :

14. Documentary Evidence regarding technical capability for providing same type of services. :

15. Enclose copy of license of RBI to operate this type of sevices. :

16. Enclose copies of existing work order of other utilities/organisatios for providing same type of services. :

It is certify that all terms and conditions stipulated in the tender document is acceptable.

Date : _____

Name and Signature of Tenderer with Seal

Annexure-D

PART-II i.e. PRICE PART

1. NIT No. :
2. Name of the Tenderer :
3. Address :
4. Tel./ Mobile/Fax No. :
5. e-mail :
6. Rates :

Items	**Rate per consumer per month**	
	Rs. in figure	Rs in words
Mobile Service Provider (Rate per consumer per month)		

Note : The quoted rate is exclusive of Service Tax. The Service Tax will be paid extra by the BSPHCL as per prevailing rate.

Signature of Tenderer with seal