# Short Term Tender no. 208/EDC(B)/2015-16

"Installation Three phase Energy meters against at Unmetered PTW consumers in the area under EDD,RSGhat/ Fatehpur ."

Due on 10.03.2016

Cost of document :Rs. 570.00

Earnest money: Rs. 10,000.00

## INSTRUCTIONS TO TENDERERS

### 1.00 GENERAL INSTRUCTIONS:

- 1.01 Tenderers are requested to go through the instructions carefully & furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tender shall be received in two parts; each part shall be in separate covers as under:
  - a. Tender Bid part-I: Shall contain Earnest Money for Rs. 10,000.00 (Rs. Ten thousand only) in the shape of FDR/CDR/TDR/ DD duly pledged in favour of Executive Engineer, EDD, Barabanki. The part-I of the tender shall also contain (i) Earnest Money, List of agreements for execution of similar nature of work during last three years, Proof of credibility of their firm. The sealed cover for this part of the bid shall be super-scribed "Tender bid part-I (Earnest Money) against the Short Term Tender no. 208/EDC(B)/2015-16 due for opening on 10.03.2016 at 15:00 hrs.
  - b. Tender Bid Part-II: Shall contain price schedule. Commercial & Technical terms & conditions. This part of the tender bid shall be superscripted "Tender Bid Part–II (Prices) against Short Tender Specification No. 208/EDC(B)/2015-16 due for opening on 10.03.2016 at 15:00 hrs.
    - Only such firms need tender who are having sufficient experience for carrying out such type of works during past or are authorized representative of such firms and can produce satisfactory evidence that they have necessary resources & organization to undertake the work tendered for the satisfaction of the tendering authority.
- 1.02 In case of any inconsistency of the provisions of Form 'A', the provisions under special conditions of the tender will super cede/prevail.
- 1.03 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required & should strictly follow the instructions & notes supplementary there to facilitate the tendering authority to prepare Comparative Statements.
- 1.04 Tenderers should quote the earliest completion period of the Tendered work.
- 1.05 The portion of terms & conditions as laid down in the condition of the contract; Form 'A' enclosed along with nature of work etc. that is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses to the contract Form 'A' to facilitate finalization of the contract. In case, they are unable to do so, should state any particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.
- 1.05 The tendering authority does not suggest pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non acceptance or selection.
- 1.06 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.07 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him form submission of the tenderers to the MVVNL/ Corporation at least for one year.

- 1.08 Any approach etc., officially or otherwise on the part of the tender or his representative shall tender his offer liable to be summarily rejected.
- 1.09 Tenders of those tenderers, who have not purchased the tender specification shall not be read at the time of opening and shall be rejected outright.
- 1.10 The price of tender specification will not be refunded under any circumstance whatsoever.
- 1.11 In case of ambiguous or self contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the MVVNL/Corporation shall be taken without any reference to accept the deviations or not.
- 1.12 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped
- 1.13 In no case payment will be made by the Letter of Credit.
- 1.14 In no case, MVVNL/Corporation will be held responsible to arrange the T&P for execution of the tendered work.
- 1.15 Tender Bid Part-I (Earnest Money) should contain in the shape FDR/CDR/DD issued by nationalized/scheduled bank.
- 1.16 In no. case, MVVNL will be held responsible to arrange the T&P or other equipment's. Tender Bid Part-I (Earnest Money) Should contain the following:
- 2.01 The part one of the tender bid shall contain the Earnest Money amount to Rs. 10,000.00 (Rs. Ten thosuand only) & documents with respect to pre-qualification of tenderer.
- 2.02 In case part quantity offered, Earnest Money deposit shall be reduced proportionately.
- 2.03 Tenderers are required to furnish Earnest Money amount in the form of Bank Draft/FDR/CDR of any scheduled bank duly pledged in favor of Executive Engineer, EDD, Barabanki which should be submitted along with the tender bid Part-I. Tender will not be considered without Earnest Money.
- 2.04 The firm registered with DGS&D, Store Purchase Section of Director of Industries, U.P. Kanpur, U. P. Small Scale Industries Corporation, Kanpur or any other Govt. Agency/Institutions shall not be exempted from deposition of Earnest Money.
- 2.05 The Earnest Money deposited by the tenderer will be refunded after finalization of tender, in the event of his tender being rejected/ not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit specified under & the same shall be released only on satisfactory completion of work. It may be noted clearly that in case the offer is not with the valid Earnest Money, Part-II of the tender bid, will not be opened.
- 3.00 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past and have necessary resources and organization to under take the work tendered for to the satisfaction of the tendering authority.
- 3.01 All the tenderers must furnish a list of agreements executed with them during last three years.
- 3.02 All the tenderers must submit past performance reports for execution of such type of works carried out by them during past.
- 3.03 The tendered quantity i.e. number of manpower & period of agreement may vary  $(\pm)$  10% on the same rates, terms and conditions.
- 3.04 TENDER FORM:
  - Tender form duly filled in, shall be submitted by the tenderer with tender Bid Part-II.
- 4.0 VALIDITY OF TENDER: 180 days from the date of opening of the tender. Valid current income tax clearance certificate be also submitted.

- 4.1 Schedule of completion of tendered works be also mentioned in enclosed Annexure-II at SI. No. 15.
- 4.2 Any other information, which may be considered necessary by the tenderer but not covered in the specification, be also submitted.

### **5.0 PRICES:**

- 5.1 The tenderers are to quote prices in the enclosed Price Schedule item wise (Proforma enclosed) Annexure-IV of tender document duly typed both in words as well as in figures.
- 5.2 The quoted prices shall be firm & firm in all respect through the currency of the contract/agreement. No variation in the prices shall be allowed in any circumstances.
- 5.3 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.
- 5.4 Any other another charges/duties/taxes/levies etc. should be specifically mentioned separately in the price schedule.
- 6.0 SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM 'A' & SPECIAL CONDITIONS TENDER SPECIFICATION NO. 208/EDC(B)/2015-16.

  The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.
- 7.0 **PAYMENT**: 90% Running payment will be made once during the month subject to the availability of the funds.
- 8.0 **DISPUTE:** For any dispute/ difference arises out of this tender in between the tendering authority and Contractor, Chief Engineer (Distribution), Faizabad Zone, Faizabad will decide and his decision will be binding on both the parties.

Superintending Engineer (D)

# TENDER FORM

| From:  |  |
|--|--|
| To :   | The Superintending Engineer, Electricity Distribution Circle, Madhyanchal Vidyut Vitran Nigam Limited, Barabanki.  |
| Sub: -   | "Installation Three phase PTW Unmetered consumers in the area under EE, Fatehpur/ RS Ghat" against Short Term Tender No. 208/EDC(B)/2015-16due for opening on 10.03.2016 at 3.0 PM           |
| Madhyancha<br>annexed or<br>conditions o<br>the purchase<br>the said con |  |
|  | ates quoted are firm and in full satisfaction of all claims.   |
|  | agree to abide by this tender for the period of 180 days from the date fixed for same. The offer shall remain valid upto six months from the date of opening of offer.                       |
| Money has  | of Rs as Earnest been forwarded duly pledged, the full value of which shall be retained by the alVidyutVitran Nigam Limited against the Security Deposit specified in the said for contract. |
|  | hereby undertake and agree to execute a contract in the form annexed hereto in with the condition of contract.   |
|  | Yours faithfully,  |
|  | Signature of the Tenderer  |
| Date   | day of   |
| Witness:   |  |
| Address  |  |

### **TENDER PROFORMA**

(To be filled & submitted by the Tenderer in Tender Bid Part –II)

## IMPORTANT INSTRUCTIONS TO THE TENDERERS

Your tender shall not be considered, if you fail to submit this Performa duly filled. Replies should be complete without ambiguity and should be clearly written against each item.

Terms such as "Refer covering letter etc." shall not be acceptable. You may, however, attach extra sheets, if the space is not sufficient.

| SI. | Particulars   |  |
|-----|---|--|
| No  |   |  |
| 1.  | Specification No. against which you have tendered.  |  |
| 2.  | Receipt No.& Date by which cost of tender   |  |
|     | specification was deposited by you.   |  |
| 3.  | Name & Address of the tenderer.   |  |
| 4.  | Address of contractor   |  |
|     |   |  |
| 5.  | Whether tenderer is Contractor or Petty Contractor  |  |
|     | with power of attorney of agents of manufacturer  |  |
|     | (authentic proof regarding agents of manufacturer to  |  |
|     | be enclosed)  |  |
| 6.  | Amount of earnest money deposited with full details   |  |
|     | be submitted here.  |  |
| 7.  | Quantity offered (If there are two or more items,   |  |
|     | state quantities separately with units)   |  |
| 8.  | Do you agree to all conditions of Form- A & tender  |  |
|     | specification, if not, state the modifications clearly in                                   |  |
|     | the schedule enclosed which you would desire in   |  |
|     | Form–A & other terms & conditions (It may please be   |  |
|     | noted the it shall be entirely at the discretion of the                                     |  |
|     | competent authority to accept or reject the   |  |
| 9.  | modifications proposed.)  |  |
| 9.  | Pl. state clearly (answer Yes / No.), if you would agree to undertake the works in case the |  |
|     | modifications as suggested under Sl. No. 8 is not   |  |
|     | acceptable to the corporation without imposing any  |  |
|     | further condition / conditions from the site.   |  |
| 10. | Name & Detailed address of your Authorised  |  |
|     | representative against this order / agreement.  |  |
| 11. | Name & detailed address of tenderer/ proprietor /   |  |
|     | partners / Directors be given.  |  |
| 12. | Give two references who can certify your financial  |  |
|     | status & capability to undertake such supply order  |  |
|     | one of the references should be schedule Bank of  |  |
|     | India.  |  |

| 13.  | Do you confirm that there are no typographical           |  |
|------|--|--|
|      | errors/omissions in your tender & all other              |  |
|      | documents, forming part of the tender (answer Yes/       |  |
|      | No)  |  |
| 14.  | What is the validity period of your Tender?              |  |
| 15.  | What is the completion, please state if the              |  |
|      | completion is guaranteed under penalty?                  |  |
| 16.  | What is your Completion period?                          |  |
|      |  |  |
| 17.  | What is your Terms of Payment?                           |  |
| 18.  | Are you agreeable to the completion period being         |  |
|      | reckoned from the date of receipt of letter of           |  |
|      | acceptance by you?                                       |  |
| 19   | Do you agree to furnish security deposit, if order is    |  |
|      | placed with you (Answer Yes / No) ?                      |  |
| 20   | Give Details of License issued by Electricity Safety     |  |
|      | Directorate  |  |
| 21.  | Pl. encloses the certified copy of the latest income     |  |
|      | tax clearance certificate.                               |  |
| 22   | Whether all the schedule & documents required have       |  |
|      | been submitted or not?                                   |  |
| TECH | HNICAL SPCIFICATIONS / PRICES:                           |  |
| 23   | Is the work/item offered is according to the             |  |
|      | specifications of the tendering authority.               |  |
| 24   | Pl. indicate clearly if the quoted prices are Firm &     |  |
|      | Firm in all respect through out the currency of the      |  |
|      | contract / agreement.                                    |  |
| 25   | If the quoted rate are inclusive of any taxes / duties / |  |
|      | other charges, give details of such taxes / duties /     |  |
|      | other charges, included & at that rate(s)                |  |
| 26   | PI state, if you would claim any other charges over &    |  |
|      | above the prices as extra, which are not covered         |  |
|      | above. If Yes, Pl. state each separately indicates the   |  |
|      | amount in Rs. Against each per unit basis.               |  |
| 27   | Do you offer any discount and if so, then what is the    |  |
|      | rebate / discount in Rs. Per unit?                       |  |
|      |  |  |

| ۷,    | bo you offer any discount and it so, their what is the |                                       |
|-------|--|---------------------------------------|
|       | rebate / discount in Rs. Per unit?                     |                                       |
|       |  |                                       |
| Place | :  |                                       |
|       | •  | nature of the tenderer with Co. seal. |
| Addre | ess:   |                                       |
|       |  |                                       |

Date:

### **ANNEXURE-III**

DEVIATIONS FROM TERMS AND CONDITIONS OF TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST SHORT TERM TENDER No. 208/EDC(B)/2015-16DUE FOR OPENING ON 10.03.2016 at 15:00 hrs.

I/We the undersigned have carefully examined the General Conditions of contract form "A" and other terms & conditions of the tender specification and I/We hereby confirm that all the terms & conditions contained in form A and other terms and conditions of tender specification under reference are acceptable to me/us with the following deviations:

| SI.<br>No. | Description Clause No. etc. | Stipulated in UPPCL/<br>MVVNL | Deviation offered | Remark, if any |
|------------|-----------------------------|-------------------------------|-------------------|----------------|
| 1          | 2                           | 3                             | 4                 | 5              |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |
|            |                             |                               |                   |                |

| Signature of contractor with | seal |
|------------------------------|------|
|                              |      |

| Date   | •   |
|--------|-----|
| Place  | :   |
| Addres | SS: |

Dato

### **Completion Period**

SCHEDULE OF COMPLETION OF WORKS AGAINST TENDER NO. 208/EDC(B)/2015-16DUE FOR OPENING  $\underline{10.03.2016}$ 

| SL.<br>NO. | PARTICULARS OF WORKS | QUOTER QTY. | COMMENCEMENT | RATE /UNIT | COMPLETION |
|------------|----------------------|-------------|--------------|------------|------------|
| 1.         |                      |             |              |            |            |
|            |                      |             |              |            |            |
|            |                      |             |              |            |            |
|            |                      |             |              |            |            |
|            |                      |             |              |            |            |
|            |                      |             |              |            |            |
|            |                      |             |              |            |            |
|            |                      |             |              |            |            |

| Date :   | Signature of contractor with seal |
|----------|-----------------------------------|
| Place :  | Signature of Contractor with Sear |
| Address: |                                   |

Price Schedule for "Safe loading at Electricity Test Lab/Store Centre (Barabanki), carriage upto site Installation of Three phase energy meters at the premises of PTW consumers in the area under EE, EDD Fatehpur & RS Ghat "against Short Term Tender No. 208/EDC(B)/2015-16due for opening on 10.03.2016 at 15.0 hrs.

| SI. | Particulars of works  | Unit | Qty. | Unit Rates    | s (Rs.) per unit |
|-----|---|------|------|---------------|------------------|
| No  |   |      |      | In<br>figures | In words         |
| 1   | Safe loading at Electricity Test Lab situated at Barabanki carriage upto site and unloading of Three phase Energy meters and installation of the same at the premises of consumers in the area under PTW  |      | 450  |               |                  |
| 2   | connections feeder in EE,EDD, Fatehpur.  Safe loading at Electricity Test Lab situated at Barabanki carriage upto site and unloading of Three phase Energy meters and installation of the same at the premises of consumers in the area under PTW | Nos. | 450  |               |                  |
|     | connections feeder in EE,EDD,RS Ghat.   | Nos  | 2972 |               |                  |

| Date:    | Signature of contractor with seal |
|----------|-----------------------------------|
| Place:   | Signature of contractor with sear |
| Address: |                                   |

### SPECIAL CONDITIONS AGAINST TENDER NO. 208/EDC(B)/2015-16

These special conditions shall be read as construed along with annexed "Conditions of Contract Form-A as modified by provisions hereof but if any conflict/consistency between the provisions hereof & those contained in the conditions annexed, the provisions contained in the Special Conditions shall prevail.

### **SCOPE OF WORK:**

It is proposed to "Installation of Three phase Energy meters at the premises of PTW consumers running directly in the area of EE, Fatehpur/ RS Ghat. Scope of the proposed work against this tender also includes sealing of meter after installation, filling of sealing certificate, Energy meters and sealing certificate will be made available by the Executive Engineer, EDD, Barabanki while plastic gully and screw any other petty material required for installation of meter, will be arranged by contractor at his own cost. The work also includes safe loading of energy meters at the store of EE, EDD, Barabanki it's carriage upto site/consumer premises for its installation and unloading. Loading at the premises of consumers its carriage upto test lab/ store centre of defective meters received back consequent upon replacement of defective meters. The proposed work shall be carried out under the supervision of Executive Engineer, Electricity Distrisbution Division, Barabanki or his authorized representative.

### CONDITIONS FOR WORKS AND CONTRACTOR'S RESPONSIBILITY:

- The contractor should see the area proposed for installation of meters before quoting rates/ starting work and satisfy him or herself to ensure that Indian Electricity Rules should be followed strictly.
- The work shall be carried out strictly in accordance with the MVVNL Practices RESSPO Drawings, directions of the MVVNL /UPPCL representative and prevailing Indian Electricity Rules/Acts.
- 3. The detailed list of consumers where the meters are required to be installed and a lot of 50 nos. energy meters alongwith sealing certificate will be provided to the contactor which will be acknowledged & arrange to submit detailed utilization of the same& balance return to JE/AE/EE immediately after completion of each work.
- 4. **Arrangement of Meters & List of Consumers:** Executive Engineer, ETD, Barabanki will arrange sufficient quantity of meters well in advance and made available to the contractor at E.T.L. Barabanki as per actual requirement. The detailed list of consumers Where the meters are required to be replaced will be provide at a time only 50 meters to the contractor in writing by E.E., E.T.D. Barabanki.
- 5. **Arrangement of sealing book/Polycarbonate Seal:** Executive Engineer, Electricity Test Division Barabanki is responsible to make available thee sealing book & Polycarbonate Seal to the Contractor.
- 6. **Sealing Certificate:** The meter replaced by contractor shall be sealed and sealing certificate will also be filled in by the JMT nominated by E.E., E.T.D. Barabanki and a copy of the sealing certificate shall be handed over to the consumer at site/premises.
- 7. **Feeding of Sealing Certificate:** The A.E. (M.) will be responsible to feed the details of sealing certificate.
- 8. The contractor shall be entirely responsible for safe upkeep of the materials given to him till completion of work to the satisfaction of the MVVNL/UPPCL representative for final accounting. The material shall be kept at dumpsite safely decided by the supervising authority.

- 9. The contractor shall arrange at his own end all the proper tools & equipment and testing facilities etc. necessary for the work. The contractor shall make adequate arrangement of experienced manpower and literate personnel for filling of sealing.
- 10. The contractor shall be solely responsible for any losses/theft/damages/ accident to the persons working with/under him and shall have to pay due compensation in accordance with the prevailing rules/regulation of Govt. Contractor shall arrange to have group insurance for labors engaged by him and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his labor in case of any accident.
- 11. No compensation for idle labors shall be admissible to the contractor on account of stopping of due to non-availability of any material/ fund or any other force majure conditions beyond the control of the Corporation. However, the contractor shall be given necessary extension in completion period accordingly.
- 12. All charges on account of damages/ losses/ claims/ theft etc. involved under the conditions laid down above shall be borne by the contractor, if paid by the Corporation shall be recovered from the contractor's bills/ security deposit.
- 13. Execution authority will ensure that the material supplied by the contractor, is strictly as per technical specifications.
- 14. The contractor is required to abide by the provisions of the labors / industrial loss such payment of minimum wages to labors engaged by them for execution of work.
- 15. After completion of work, Executive Engineer, Electricity Distribution Division (Barabanki), will ensure that "As executed" estimate has been prepared & got sanctioned from the Competent authority.
- 16. SECURITY DEPOSIT: Security deposit @ 10% will be deducted from the running bills of the contractor by the payment authority and the same will be released after completion of entire work. The contractor may also deposit the security in the shape of Bank Draft/FDR/CDR duly pledged in favor of Work execution authority. In case the amount of Security deposit exceeds Rs. 2000.00 the same may also be deposited in the form of Bank Guarantee from a scheduled bank of India duly executed on a non-judicial stamp paper of entire work. The Bank Draft/ FDR or Bank Guarantee should be valid for a minimum period of 6 months.
- 17. PRICES: The above prices are "FIRM & FIRM" in all respect during the currency of the contract/ agreement. No variation in the cost will be allowed at any cost.
- 18. PAYMENT: Payment shall be made against running bills duly pre-receipted to be submitted by the contractor in duplicate to the Executive Engineer, Electricity Distribution Division after deduction of Income tax/ Security if legally applicable. In no, case payment will be made by letter of credit.
- 19. COMPLETION PERIOD: The work will be completed within 90 (Ninety) days from the date of start of work which will be decided by the execution authority subject to availability of the Store material. However, the work may be completed prior to completion period.
- 20. PENALTY: Penalty for delay in completion of works shall be levied @ ½% per week to maximum of 10% value of in-completed portion of work.
- 21. The quantities of work may vary  $\pm$  50% (Ten percent) on either side on same rates, terms & conditions for which no claim of the contractor will be entertained.
- 22. ARBITRATION/SETTLEMENT OF DISPUTE: In case of any dispute/ difference of opinion in between the contractor and the engineer of contract, the decision of Chief Engineer (Distribution), Faizabad Zone will be final and binding on both the parties.
- 23. TERMINATION OF AGREEMENT: The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.