

Short Term Tender no. 209/EDC(B)/2015-16

“For deployment of Skilled/unskilled labour for execution of day to day maintenance of electrical system fed through 33/11 kV Substations Dewa & Chandauli under EE,EDD BBK”

Due on : 10.03.2016
Cost of document : Rs. 1140.00
Earnest money : Rs. 2000.00

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. 12000.00 (Rs. Twelve thousand only)** in the shape of FDR/CDR/TDR/ DD duly pledged in favour of Executive Engineer, Electricity Distribution Division, Barabanki. The part-I of the tender shall also contain (i) Earnest Money (ii) Registration with the Labour department (iii) Proof of Group Insurance of their personnel engaged during past (iv) Proof of registration with the EPF Commissioner as per rules (v) List of agreements/ photo copies of agreements executed with them during last three years in support of their past experience/ performance(vi) **Satisfactory work completion certificates issued by concerning EEs for their past work(Providing labours for maintenance work with uptodate payment to their labours as per norms & paying all deductions in concerning deptt as EPF & Group insurance. In supports to their certificates photocopy of computer generated report of EPF account must be submitted by firm)**. The sealed cover for this part of the bid shall be super-scribed "Tender bid part-I (Earnest Money) against Tender Specification No. 209/EDC(B)/2015-16 due for opening on 10.03.2016 at 15.00 hrs.
- b. Tender Bid Part-II: Shall contain price schedule (Annexure-V) duly filled category wise rates of manpower per month per head, Commercial & Technical terms & conditions (Annexure-II). This part of the tender bid shall be superscripted "Tender Bid Part-II (Prices) against Short Tender Specification No. 209/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 supersede/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 from 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 equipments. 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. 12000.00 (Rs. Twelve thousand 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 EE, 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 undertake 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 Sl. 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:** The tenderers are to quote prices in the enclosed Price Schedule item wise (Proforma enclosed) Annexure-V of tender document duly typed both in words as well as in figures.
- 5.1 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.
- 5.2 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.
- 5.3 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 209/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. No. 209/EDC(B)/2015-16.

TENDER FORM

From:

To : The Superintending Engineer,
Electricity Distribution Circle,
MadhyanchalVidyutVitrان Nigam Limited,
Ghosiyana, Barabanki.

Sub: - Offer for deployment of Skilled/unskilled labour for execution of day to day maintenance of electrical system fed through 33/11 kV Substation Dewa and Chandauli in EDD BBK " against Term Tender No. 209/EDC(B)/2015-16. Due for opening on 10.03.2016at 15.00 hrs

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the MadhyanchalVidyutVitrان Nigam Limited the items in the schedule of the prices and delivery annexed or such portion thereof as you determine in strict accordance with the annexed Special conditions of contract. Form "A", Specifications and schedule of price/ rates to the satisfaction of the purchaser and in default thereof to any way to UPPCL/ MVVNL the sum of money mentioned in the said conditions.

The rates quoted are firm and in full satisfaction of all claims.

I/We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same. The offer shall remain valid upto six months from the date of opening of offer.

A sum of Rs in the form of as Earnest Money has been forwarded duly pledged, the full value of which shall be retained by the MadhyanchalVidyutVitrان Nigam Limited against the Security Deposit specified in the said conditions of contract.

I/We hereby undertake and agree to execute a contract in the form annexed hereto in accordance 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.

Sl. No	Particulars	
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 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 / delivery period, please state if the completion is guaranteed under penalty?	
16.	What is your period of deployment of manpower from the date of agreement/Letter of intent?	
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?	
TECHNICAL SPECIFICATIONS / 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	Pl 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?	

Place:

Signature of the tenderer with Co. seal.

Address:

Date:

ANNEXURE-III

DEVIATIONS FROM TERMS AND CONDITIONS OF TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST SHORT TERM TENDER 209/EDC(B)/2015-16 DUE 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:

Sl. No.	Description Clause No. etc.	Stipulated in UPPCL/ MVVNL	Deviation offered	Remark, if any
1	2	3	4	5

Signature of contractor with seal

Date:

Place:

Address:

ANNEXURE-IV

DEVIATION IN GENERAL TERMS & CONDITIONS OF CONTRACTS FORM-A AND OTHER TERMS & CONDITIONS OF U.P. POWER CORPORATION LIMITED AGAINST TENDER No. 209/EDC(B)/2015-16 **due for opening 15-02-2016** AT 14.00 HRS.

(To be filled and submitted by the tenderer in tender Bid Part-II)

The General Conditions of Contracts Form-A and other Terms & Conditions of the specifications have been studied carefully and it is hereby confirmed that all the terms & Conditions contained in Form-A and other terms & Conditions of specification under reference are acceptable except the deviations given below.

S. No.	Description of Clause No.	Stipulated in form-A/ UPPCL specification	Deviation offered	Remarks if any

Date:-

Signature of Contractor With Seal

Place:-

Note:- In case no deviation, the NIL information should be furnished.

ANNEXURE-V

Price schedule for deployment of Skilled/unskilled labour for execution of day to day maintenance of electrical system fed through 33/11 kV Substations Under EDD BBK" against Term Tender No. 209/EDC(B)/2015-16. Due for opening on 10.03.2016 at 15.00 hrs

S.No	Particulars of works	Qty. (Unit)		Rates	
		Unit	Qty	Unit Rate Rs	Amount Rs
1-	Out sourcing of Skilled (ITI) and unskilled labour for the maintenance of all 11 kV feeders and redressel of consumers complaints fed through 33/11 kV Substations in Sub Division of Barabanki				
a.	Skilled labour (I.T.I.)	6 Nos for 6Months	36		
b.	Unskilled labour	12 Nos for 6 Months	72		

Date:

Signature of contractor with seal

Place:

Address:

SPECIAL CONDITIONS OF CONTRACT AGAINST TENDER NO. 209/EDC(B)/2015-16

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

1.0 SCOPE OF WORK

It is proposed to deploy 6 nos. Skilled and 12 nos.unskilled personnel having experience in respect of carrying out electrical works for execution of day to day maintenance works including but not limited to replacement of fuse wire, replacement & tightening of 11kV & LT jumpers, insulator/ disc, repairing, restringing and sagging of broken conductor, replacement and rectification of defects in the equipment installed at pole, repairing and replacement of different sizes of underground LT cables, attending of individual consumer complaints including replacement of damaged service cable, disconnection and reconnection in the area fed through 33/11 kV substations Under EDD coming under the jurisdiction of Executive Engineer, Electricity distribution division against tender No. 209/EDC(B)/2015-16.The personnel deployed by the firm, will report to the Executive Engineer, Electricity Distribution Division (BBK) or his authorized representative.

2.0 CONDITIONS FOR WORKS AND CONTRACTORS RESPONSIBILITY:

- 2.1 The man power deployed by the contractor shall be given the material by the representative for each job who will be acknowledge and arrange to submit detailed utilization of materials used on the works and balance return to the representative of the Corporation immediately after completion of each work.
- 2.2 Consequent upon replacement of lugs, back entry, U-type spring contacts, Copper L-pieces etc. received back scrap material from the system, will be returned to the representative of the Corporation immediately after completion of each job.
- 2.3 The contractor shall be entirely responsible for the safe upkeep of the materials given to their manpower till completion of work to the satisfaction of the representative of the Corporation for final accounting.
- 2.4 The Contractor shall be solely responsible for any looses/ damages to the persons working with under them and shall have to pay due compensation in accordance with the prevailing rules / regulations of Government Contractor.
- 2.5 The contractor shall arrange to have group insurance for the labour deployed by them and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his manpower in case of any accident.
- 2.6 The contractor shall make payment through cheque as per prevailing rates of Minimum wages act declared by Labour Commissioner. The payment will be made to their man power in the presence of SDO concerned.
- 2.7 The contractor shall ensure that the wages to the man power deployed by them, is disbursed within the first of week of each month.
- 2.8 The man power deployed by the firm, should have sufficient experience for execution of electrical works and well conversant with the electrical system.
- 2.9 The firm must be registered with the Labour Department and the names & address of their personnel should have been mentioned in the list. Proof of initial registration with the Labour Department will be submitted by the firm to the Executive Engineer, Electricity Distribution Division (Barabanki) also for the number of personnel deployed by them against this agreement.

- 2.10 The firm will be responsible to deduct the amount of EPF from the wages of their employees and contribution of the firm, will be got deposited with the EPF Commissioner as per rules and regulation.
- 2.11 The age of the man power deployed by the firm, should be in between 18 years to 55 years. Proof of the age of the manpower deployed by the firm, will be submitted by the contractor to the concerned authority.
- 2.12 Concerned officer of UPPCL have no right to issue any type of experience certificate in respect of man power deployed by the firm.
- 2.13 Character certificate of each employee deployed by the firm, will be made available to the department.
- 2.14 The firm will be responsible to get the undertaking from each employee that they will never proceed to the court against Madhyanchal Vidyut Vitran Nigam Limited and copy of the same will be submitted to the department.
- 2.15 Identity Cards will be issued by the firm to the Man Power deployed by them and the same will be kept by the employees while on duty.
- 2.16 The services of the manpower deployed by the Contractor, can be utilized in any division under the jurisdiction of Electricity Distribution Division, RS Ghat, if required.
- 3.0 RATES: The above rates are variable in case of rates revised by the labour department during the currency of contract. The liability of Government taxes & duties applicable consequent upon deployment of manpower will be born by the firm.
- 4.0 CONTRACTOR'S REPRESENTATIVE: The names of the authorized representative, if any and their local address, will be intimated by the contractor with in one week time, from the date of execution of agreement. The contractor will intimate to the Execution Authority/ Engineer of contract, changes if any, in the local address of the contractor's representative immediately on occurrence of any change. The responsibility for non receipt of intimation due to change in address will be on the contractor.
- 5.0 SUBLETTING OF THE CONTRACT: The Contractor shall not assign or sublet the contract/ work to any other party/ person, without prior written permission from the Engineer of the Contract.
- 6.0 SECURITY DEPOSIT: Security deposit will be deducted from the bills of the contractor by the payment authority @ 5% while making payment as per existing rules of the Corporation and the same will be refunded on satisfactory completion of contractual period. The contractor may also deposit the security in the shape of Bank Draft/ FDR/ CDR duly pledged in favour of Work Execution Authority/ Engineer of Contract. In case the amount of Security deposit exceeds Rs. 5000.00 the same may also be deposited in the form of Bank Guarantee issued by the scheduled bank of India duly executed on a non – judicial stamp paper of entire work. The Bank draft/ FDR of Bank Guarantee should be valid at-least for the contractual period.
- 7.0 PAYMENT: Payment shall be made once in a month by the concerned Executive Engineer, Electricity Distribution Division (RS Ghat) to the contractor for the no. of manpower deployed by the firm during the month on certified measurement subject to availability of funds.
- 8.0 PENALTY: In case, any personnel deployed by the contractor found absent at any time during his duty period, will be treated as absent for full shift duty and just double of the amount payable to one no. unskilled personnel for one shift, shall be deducted from the bills of contractor.
- 9.0 ARBITRATION/ SETTLEMENT OF DISPUTE: In case of any dispute arises in between the contractor and the engineer of contract, the decision of Chief Engineer (Distribution),

Faizabad Zone, will be binding on both the parties. All dispute arising out of contract shall be related to the jurisdiction of local courts of district, Lucknow & High Court of Judicature of Allahabad.

- 10.0 TERMINATION OF AGREEMENT: The agreement can be terminated by the Engineer of the contract 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.

Superintending Engineer (D)