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Instruction to Tenderers for execution of works

Tenderers are requested to go through the instructions carefully and furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tenders shall be received in two parts each shall be in separate covers as under:-

- 1- **Tender Bid Part-I:-** Shall contain earnest Money to be submitted in the prescribed form. The sealed covers for this part of the bid shall be super scribed "Tender Bid Part-I (Earnest Money) **against tender Specification No.211/15-16 due for opening 10.03.2016 at 16.00 hrs.**
- 2- **Tender Bid Part-II:-** Shall contain the technical and commercial particulars including prices and other document in respect of pre-qualification of Tenderer. The sealed cover containing this part of tender bid shall be super scribed "Tender Bid Part-II (Technical, Commercial & Prices) against **Tender Specification No. 211/15-16 due for opening 10.03.2016 at 16.00 hrs.**
- 3- **Tender Bid Part-I & II:-** Shall be kept in one big cover duly seal0d and marked as **Tender specification No. 211/15-16 due for opening 10.03.2016 at 16.00 hrs.**
- 4- Only such firms need t68der who are having sufficient experience of the work or are authorized representative of such firms and can produce satisfactory evidence that they have necessary resources and organization to under take the work tendered for the satisfaction of the tendering authority.
- 5- In case of any consistency of the provision of Form A the provision under specification condition will supercede / prevail.
- 6- Tenderers are requested to submit the price schedule appendix duly filled in item by item as required and should strictly follow the instructions & notes supplementary there too to facilitate he tendering authority to prepare the comparative statement. Failure to do so may prevent the tender from being considered.
- 7- Tenderers should quote the earliest completion of the work & per month delivery program.
- 8- Any portion of terms & conditions as laid down in the condition of the Contact Form-A enclosed along with the nature of work etc. which is not clear to the tenderers should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of 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 and should suggest alternatives for consideration.
- 9- The tendering authority does not pledge to accept the lowest or tender reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit assigning any reason for non acceptance or selection.
- 10- Superintending Engineer,EDC, Barabanki may revise or amend the specification and drawing prior to the date notified for opening of the tender. Such revision and amendment, if any will be communicated to all tenderer as amendment or addenda to this invitation of the tender.
- 11- Any portion on the part of the tenderer to revise the price/prices and/ or to change the structure of price/ prices at his own instance after opening of tenders may result in rejection of tender and also debarring his from submission of the tenders to the Corporation at least for one year.
- 12 Any approach etc. officially or otherwise on the part of the tenderer or his representative shall render his tender liable to summarily rejected.
- 13 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.
- 14- The price of Tender Specification will not be refunded under any circumstances
- 15- The Tendering Authority reserves the right to increase or decrease by 20% of the tendered quantity or to split the order between two or more parties.
- 16- In case of ambiguous or self contradictory terms/ conditions mentioned in the Tender interpretation as advantageous to the Corporation shall be taken without any reference to the Tenderer.
- 17 In case tenderer offers any deviation from these specification, the same should be clearly submitted in the Tender Bid Part-II (Annexure-IV) However, the tendering authority reserves the right. Whether to accept the deviations or not.
- 18- Any overwriting / cutting/erasing etc. in the tender should be duly signed and stamped.
- 19- In no case, payment will be made by the letter of credit.
- 20- The offers of tenderers quoting less than the specified validity may be acceptable at all.
- 21- In no case, Corporation will be held responsible to arrange the T & P any other things.

- 22- Valid Income Tax clearance certificates will be attached with tender bid 2nd
- 23- The tenderers shall to attach list of tools & plants, equipments, apparatus, vehicle & qualified staff etc. available with them.
- 24- The successful tenderers will have to enter into an agreement within 15 days of receiving the information of accepting their tender.

Tender Bid Part- I (Earnest Money):- Should contain the following:

- 25- The part-I of the tender bid shall contain the Earnest Money amounting to Rs. 1500/- (Rs. One thousand five hundred only) to pre-qualification of Tenderer. In case part quantity offered, Earnest Money deposit shall be reduced proportionally.
- 26- Tenderers are required to furnish Earnest Money amount in the shape of FDR/CDR/TDR/SDR/Bank Guarantee of scheduled bank duly pledged in favour of Executive Engineer EDD, Barabanki. These should be submitted along with the tender bid Part-I. Tenders without fresh Earnest Money will not be considered.
- 27- The Earnest Money deposited by the tender 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 & shall be released only on satisfactory completion of supplies.
- 28- It may not be clearly that in case the offer is not with the valid Earnest Money, Part-II of the tender bid will not be opened.

TENDER BID PART-II

- 29- Only tender of those tenderer shall be considered who have sufficient experience of such type of work and have necessary resources and organization to undertake the work tendered to the satisfaction of Tendering Authority.
- 30- All the Tenderers must submit list of major orders (Such type of supplies) supplied by them during last years.
- 31- All the tenderers must submit past performance reports of any of the similar supplied by them.

TENDER FORM:

Tender Form duly filled shall be submitted by the Tenderer with the Tender Bid Part-II (Annexure-II)

Validity Of Tender :- 150 days from the date of opening of tender.

- 32- Any other information, which may be considered necessary by the Tenderer but not covered in the specification be submitted.
- 33- Schedule or supply or materials be also submitted as per enclosed Annexure-III
- 34- Any other information which may be considered necessary by the tenderer but not covered in the specification be submitted.

Prices:-

- 35- The Tenderers are requested to quote prices in the tender of supply proforma item wise (Annexure-VI) in ink both in words as well as in figures.
- 36- The quoted prices should be firm & firm in all respect thought the currency of the contract/Agreement.
- 37- The tenderers should note clearly that the tenders with the variable prices shall not be considered at all.
- 38- Any other charges/duties/taxes/levies etc. should be specified mentioned separately in the Price Schedule

PAYMENT:-

- 39- 100% payment will be made within 30 days after completion of work.
- 40- In any case, no payment will be made by the letter of credit.

DISPUTE:-

For any dispute arising out of contract Chief Engineer (Distribution), M.V.V.N.L, Faizabad will decide and his decision shall be binding on both the parties.

Superintending Engineer (D-2)

TENDER FORM

(TO BE SUBMITTED IN TENDER BID PART – II)

From:

To,

Superintending Engineer,
Electricity Distribution Circle Barabanki
Madhayanchal Vidhyut Vitran Nigam Limited

Barabanki

Subject : Tender for Repairing of 11 KV OCB at 33/11 KV Sub Station Dulhadepur & RS Ghat under the jurisdiction of EE,EDD, RS Ghat against Short Term Tender No.**211/15-16** due for opening on **10.03.2016**

Sir,

With reference to your invitation to tender for the above, I/We hereby offer to the U.P. Power Corporation Limited, the items in the schedule of delivery annexed or such portion thereof as you determine in strict accordance with the annexed condition of Contract Form – 'A' specification of the satisfaction of the purchaser or in default thereof to forfeit to pay to the U.P. Power Corporation Limited the sum of money mentioned in the said condition. The rates quoted are inclusive of pro-rata and in full satisfaction of all claims.

I /We agree to abide by this tender for a period of 150 days from the date fixed for opening of the same.

I / We hereby undertake & agree to execute a contract in the form of annexed hereto in accordance with the condition of contract.

Yours faithfully,

Date:

Witness:

Signature of Tenderer With seal

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 proforma 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 | 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. | Location of works / offices | |
| 5. | Weather tenderer is contractor / agents of contractor (authentic proof regarding agents of contractor to be enclosed) | |
| 6. | Amount of earnest money deposited with full details be submitted here. | |
| 7. | Quantity offered (If there are too more items state quantities separately with unites) | |
| 8. | Do you agree to all conditions of Form - A & tender specification & if not, state the modifications clearly in the schedule enclosed as annexure 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 supplies in case the medications as suggested in 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 reference 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 of your Tender? | |
| 15. | What is the completion / delivery period, pl. state if the completion is guaranteed under penalty? | |
| 16. | Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you? | |
| 17. | Do you agree to furnish security deposit, if order is placed with you (Answer Yes / No) ? | |
| 18. | What is the term of Payment? | |
| 19. | Give Sales Tax registration No. | |
| | A) Central Sales Tax No | |
| | b) State Sales Tax No. | |
| 20. | Pl. enclosed the certified copy of the latest income tax clearance certificate. | |
| 21. | Pl. enclosed the list of machines and testing equipments etc. with you for execution of work at site. | |
| 22. | Weather allthe schedule & documents required have been submitted or not? | |
| | <u>TECHNICALSPECIFICATIONS/ PRICES :</u> | |

| | | |
|-----|---|--|
| 23. | Is the material offered is according to the specifications of the tendering authority. | |
| 24. | Have you filled up the schedule of completion of works (Annexure-III)? | |
| 25. | Pl. indicate clearly if the quoted prices are Firm & Firm in all respect through out the currency of contract / agreement. | |
| 26. | 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) | |
| 27. | 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 indicating the amount in Rs. against each on per unit basis. | |
| 28. | Do you offer any discount and if so, then what is the rebate / discount in Rs. per unit? | |

Date :

Signature of the tenderer with Co.seal

Place :

COMPLETION PERIOD

SCHEDULE OF COMPLETION OF WORK(S) AGAINST TENDER No. **211/15-16** due for opening **10.03.2016** AT 16.00 HRS.

| S. No. | Particulars of works | Quoted Quantity | Commencement | Rate Per Month | Completion |
|--------|----------------------|-----------------|--------------|----------------|------------|
| 1- | | | | | |

Date:-

Signature of Contractor With Seal

Place:-

DEVIATION IN GENERAL TERMS & CONDITIONS OF CONTRACTS FORM-A AND OTHER TERMS & CONDITIONS OF U.P. POWER CORPORATION LIMITED AGAINST TENDER No. **211/15-16 due for opening 10.03.2016** AT 16.00 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.

TECHNICAL SPECIFICATION & SPECIAL CON DITIONS AGAINST TENDER NO.
211/15-16

| Sl.No. | Name of work | Unit | Qty | Rates in figure | Rates in words |
|--------|---|------|-----|-----------------|----------------|
| 1- | Repairing & overhauling of 11 KV VCB installed at 33/11 KV Sub Station Dulhadepur & RS Ghat by removing of damaged/ defective electrical components/spares due to excessive tripping, replacement of buffer plate, high charging lever, hold on tiggerlink, on/off glass and frame & tank gaskets, female contact , side gutkha, tripping coil with plunger (which is not in working condition) its repairing and changing of required spares. Complete oiling, greasing in moveable parts. After completion of repairing & overhauling works , testing & energisation of systems . All material as required for for overhauling works shall be supplied by the contractor except vaccum interruptor. | Job | 4 | | |
| 2- | Repairing & general overhauling of 11 KV VCB installed at 33/11 Sub Station Dulhadepur & RS Ghat with repairing of spares (Male, female , charging lever , hold on tiggerlink, on/off glass and frame with plunger etc) , oiling & greasing of moveable parts. After completion of repairing & overhauling works , testing & energisation of systems . All labours, T &P for repairing works shall be supplied by the contractor. | Job | 4 | | |

Date

Place

Signature of tenderer with co.

TECHNICAL SPECIFICATION & SPECIAL CONDITIONS AGAINST TENDER

NO.211/15-16

These special conditions shall be read as construed along with annexed "Conditions of Contract Form-A as modified by provisions hereof but if thereby any conflict/inconsistency 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 for repairing & overhauling of 11 KV Switchgears at 33/11 KV Sub Station Dulhadepur & RS Ghat under the jurisdiction of RS Ghat . with repairing & overhauling of 11 KV VCB installed at 33/11 KV Sub Station RS Ghat / Dulhadepur by removing of damaged/ defective electrical components/spares due to excessive tripping, replacement of buffer plate, high charging lever, hold on tiggerlink, on/off glass and frame & tank gaskets, female contact , side gutkha, tripping coil with plunger (which is not in working condition) its repairing and changing of required spares. Complete oiling, greasing in moveable parts. After completion of repairing & overhauling works , testing & energisation of systems and also repairing & overhauling of 11 KV VCB installed at 33/11 Sub Station Palhari with repairing of spares (Male, female , charging lever , hold on tiggerlink, on/off glass and frame with plunger etc) , oiling & greasing of moveable parts. After completion of repairing & overhauling works , testing & energisation of systems.

CONDITIONS FOR WORKS AND CONTRACTOR'S RESPONSIBILITY

1. The work shall be carried out strictly in accordance with the UPPCL Practices/RESPO Drawing/Directions of the Board's Representative and should comply prevailing Indian Electricity Rules/Acts.
2. No compensation for idle labours shall be admissible to the Contractor on account of stopping of work due to non-availability of any material/fund/shutdown/ permission from P.T.C.C./railway/Govt. Department or any other force major conditions beyond the control of the Corporation. However, the contractor shall be given necessary extension in completion period accordingly.
3. 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 contractors bill/security deposit.
4. The contractor is required to abide by the provisions of the labour/industrial law such as payment of minimum wages to the work man/labour engaged by him for execution of work.
5. In case of any damages/losses/claim/theft etc to the property of the corporation, the contractor will have to make good the same on his own expenses immediately on the rates prevailing at that time, otherwise the same shall be debitible from his bills/security deposits.
6. The provisional quantity (ies) of various types of works for the proposed works are given in the schedule, however the individual quantities may vary to any extent consequent to actual execution of work. However, the total variation may be (\pm)10%.
7. **Security Deposit:** 10% as security money shall have to be deposited by the contractor in shape of BG/FDR and same shall be released after 6 month from the date of completion of work.
8. **Period of Completion:** On getting instructions from Corporation or his authorized representative, the work shall have to be completed within stipulated time from the date of agreement subject to availability of store materials. The specified date for completion of work is 3 days for each job from the date of receipt of instructions . The total completion period is 30 days.
9. **Penalty:** Penalty for delay in completion of work shall be levied @ $\frac{1}{2}$ % per week up to maximum of 10% value of in-completed portion of work.

10. **Payment Terms:** On certified measurement of work done by the contractor, running payment for each size (qty) or work done under price schedule not more than twice a month, shall be made by EE,EDD, RS Ghat.
11. **Prices:** The prices & rates mentioned/quoted in the annexed schedule shall be firm & firm in all respect throughout the currency of contract/agreement. The prices are inclusive of all type of taxes such as trade tax , service tax , Income Tax , Insurance , Local Octri etc. The contractor shall be responsible for payment of all taxes & duties as per current prevailing rates.
12. **Explanatory Note to Price Schedule:** (a) The rates of concreting etc. including the cost of as specified in bill quantity (b) Carriage of material means, its taking out from factory/store center, loading, transportation up to work site and unloading & its proper stacking of material at work site. All materials to be used for construction, erection energisation of lines shall be supplied by the contractor strictly as per ISS/technical specification/Respo drawing which shall be supervised by Engineer Incharge of the work . In case inferior quality of total/ part quantity of above materials supplied by the firm for execution of work , the same shall be replaced by the firm immediately on free of cost within the period of guarantee.
13. **Dispute:** For any dispute arising out of contract, Chief Engineer (Faizabad) shall decide & his decision shall be binding on contractor/tendering authority.

Superintending Engineer

Barabanki.