

# Short Term Tender no. 154/EDC(B)/2015-16

“For Appointment of Francise for Bill Distribution, realization of revenue and its deposit in Bank in the area of 33/11 kV Masauli under EDD RS Ghat”

Due on : 04.01.2016  
Cost of document : Rs. 1140.00  
Earnest money : Rs. 25000.00

# 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. 25000.00 (Rs. Fifteen 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) 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.** The sealed cover for this part of the bid shall be super-scribed "Tender bid part-I (Earnest Money) against Tender Specification No. 154/EDC(B)/2015-16 due for opening on 04.01.2016 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 superscribed "Tender Bid Part-II (Prices) against Short Tender Specification No. 154/EDC(B)/2015-16 due for opening on 04.01.2016 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 tenders 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. 25000.00 (Rs. Fifteen 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 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 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.

- 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 154/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, MD, MVVNL, Lucknow, Lucknow/CE (Com.), UPPCL, Lucknow / the State Government for a decision will decide and his decision will be binding on both the parties.

Superintending Engineer (D)

## **SPECIAL CONDITIONS**

### **1.0 DEFINATION OF TERMS**

For the Purpose of this Franchise agreement and all Exhibits attached hereto, the following terms Phrases and their derivations shall have the meaning given below unless the context clearly mandates a different interpretations, Where the context so indicate the present tense shall imply the future tense, words in plural include the singulars, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory, the definitions are applicable regardless of whether the terms is capitalized.

- i. **"Annual Accounts"** means the account of the Franchisee business prepared by the franchises in the manner as may be prescribed by the utility.
- ii. **"Bulk Supply"** means the supply of electricity for resale there of the franchise.
- iii. **"Consumer"** means any person who is supplied electricity for his own use by the Franchisee of the state Government/State Utility or by any other person engaged in the business of supplying electricity to the public for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity.
- iv. **"Complaint"** means any written or electronic correspondence stressing dissatisfaction with the products. Service of consumer service of the franchise.
- v. **"Distribution"** means the supply and conveyance of electricity by means of distribution system.
- vi. **"Distribution System"** means the system of wires and associated facilities, which facilitates connection of the point of connection of the installation of the consumer.
- vii. **"Document" of "Record"** means written or graphic materials however produced or reproduced or any other tangible permanent record including records maintained by computer or other electronic or digital means, maintained by the Franchise in the ordinary course of conducting its business.
- viii. **"Electricity Access"** means provision of adequate infrastructure that is created by the utility for extending connections to consumers on demand, on payment of connection charges by the consumers at the rate prescribed by the Franchise.
- ix. **"Franchisee"** means the right granted by the utility to operate maintains the distribution system within the franchisee area as embodies in the agreement for providing power supply to the consumer within the franchisee area.
- x. **"Franchise Agreement" or "Agreement"** means this contract ans any amendments, exhibits or appendices hereto.
- xi. **"Franchisee Area"** means the geographic area referred to in this Agreement with in which any activity is allowed to the Franchisee by the Utility under this Agreement. The extent of the franchisee area shall be assigned in accordance with the relevant provisions of "Guidelines for Franchisee Development".
- xii. **"Franchises"** means the entity authorized by the utility to carry out franchised business within the franchisee area.
- xiii. **"Franchised Business"** means the Authorized business of the Franchisee for revenue collection and minor maintenance in the franchisee area or to any consumer or any class of consumers in an area other than the franchise area, if so authorized by the Utility by special or general Permission.
- xiv. **"Gross Revenue"** means all revenue derived directly or indirectly fy the Franchisee.

- xv. **"Electricity Act. 2003"** means application of its provisions and amendments if any thereto and /or Rules, Guideline, Circulars, Instructions issued there under by the Government of India/State Government/ UPPCL/ DISCOM.
- xvi. **"Major Incident"** means as incident associated with the Distribution and Retail Supply of electricity in the Franchisee Area which results in a significant interruption of service, substantial damaged to equipment, or loss of life or significant injury to human beings and shall include any other incident which the Utility expressly declares to be a major incident. Shall include any other incident which the Utility expressly declares to be a major incident.
- xvii. **"Normal Operating Condition"** means service conditions within the control of the franchisee Those conditions that are not within the control of the Franchisee include but are not limited to natural disasters, civil disturbances, power outages telephone network outages, and severe on unusual weather condition as detailed under section 11.3.
- xviii. **"Public Rights-of-way"** means the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, bridge, tunnel, park way, waterway, casement, or similar property within the franchisee area, which, consistent with the purposes for it was dedicated, may be used for purpose of installing and maintaining the system. No reference herein to a "Public Right-of-way" shall be deemed to be a representation or guarantee by the utility its interest or other to control the use of such is sufficient to permit its use for such and Franchise shall be deemed to gain only these right to use as are property in the utility may have the right and power to give.
- xix. **"System outage"** means a electricity supply interruption.

## **2.0 GRAND OF FRANCHISEE:**

- 2.1 **"Grand of Franchisee"** – System to the terms and conditions of agreement and electricity....2003 the utility with consent of state Government (UP State Government hereby agrees that the Franchisee may cover electricity bills from consumers and also maintain the electricity distribution system within the franchise area. For providing power to the consumer within the franchise area. This Franchisee shall not grant the ownership of the maintainers. Which is provided by the Utility to facilitate the intended franchise Business. The franchise shall operate as an agency and in no case shall be treated as "Licensee".
- 2.2 **"Use of infrastructure and its ownership"** – The Franchisee shall be permitted to use the existing electricity infrastructure of the Utility in the Geographical area assigned to it for the desired operation with the permission of the state Government and the Utility and shall not be the owner of the electricity infrastructure within the franchisee area.
- 2.3 **"Area & Duration of Franchise"** – The franchisee is operating in the geographical area covered the electric supply and consumer covered by **33/11 KV Sub station RS Ghat under EDD, Ram Shanehi Ghat Distt. Barabanki**. The term of this franchisee and all rights privilege obligation and restrictions pertaining therto **shall be Three years** from effective date of franchisee unless the franchisee is earlier revoked or its terms shortening as provided herein.
- 2.4 **"Renewal of Franchisee"** – At the instance of the Franchisee. Utility may consider to renew the duration for such further period or and on such terms and conditions as may be considered appropriate by the utility provided the Franchisee applies formally in within for renewal of franchisee three month prior to the expiry of the Franchisee. The utility may its direction and delay in such application.

- 2.5 **"Effective Date"** - The effective date of this Franchisee shall be from the date of security deposit subject to approved by the Utility (with the concurrence of state Government) and its acceptance by the franchisee provided that if Franchisee falls to accept. The Franchisee in writing fifteen (15) days following the communication of written approval by the Utility in this regard, it shall be deemed Vold.
- 2.5 **"Effective Acceptance"** – By accepting the franchise and excluding this Franchise Agreement, the Franchisee.
- a) Accepts and agrees to comply with each applicable provision of this Agreement and subject to relevant provision of the Electricity Act. 2003.
- b) Agrees that it would not appose intervention by the utility in the interest of effective power supply system in the Franchise area.
- 2.6 **"Directions"** – The franchise shall comply with Regulations. Orders and directions issued by the utility from time to time and shall also act, at all times, in accordance with at the terms and conditions of this Agreement, except where the franchise obtains the prior written approval of the Utility for any deviation there from.
- 2.7 It is the intent of both the parties that each party shall enjoy all right and be subject to all obligations of this Franchise Agreement for the entire term of the Franchisee and to the extent any provisions have continuing effect after it's expiration.

### **3.0 ACTIVITIES OF FRANCHISEE**

- 3.1 The Franchisee shall not, without the general or special approval of the Utility.
- 3.2 Transfer-by sale, lease, exchange or otherwise the infrastructure assets of the Utility, either in whole or any part thereof; or
- 3.3 Enter into any agreement or arrangement with any other person to get any part of the franchised business undertaken.
- 3.4 Provided that any such agreement or arrangement shall be subject to the terms and conditions of this Agreement including such other terms and conditions that may be imposed by the Utility.
- 3.5 Accept the revenue collection/payment from the consumers of the area other than authorized. Further provided that the Franchisee shall continue to have the overall responsibility for the due performance, by such other person and a breach of any of the terms and condition of this Agreement by such other person shall be deemed to be breach by the Franchisee.

### **4.0 TECHNICAL CONDITIONS**

- 4.1 **"Load Forecast"** The Franchisee shall on an annual basis:
- a) Forecast the demand for electricity within the area supply in each of the succeeding there years.
- b) Prepare and submit such forecast to the utility in accordance with the guidelines issued by the SERC from time to time and also suggest plan to meet the demand growth of the Franchisee area.
- 4.2 **"Compliance with standards"**
- a)** The Franchisee shall take all reasonable steps to sure that all Consumers within the Franchisee area receive a safe, economical and reliable supply of electricity as defined in the Standards specified by the concerned SERC.
- b)** The Franchisee shall plan and operate the Distribution system to Ensure that, subject to the availability of adequate power of appropriate quality, the Distribution

System is capable of providing consumers with a Safe, reliable efficient supply of Electricity.

c) The State Government and State Power Utility Shall undertake the adequate arrangements for supply of electricity shall of electricity shall be them and there shall of be any discrimination in the hours of supply of in the Franchise area (also amongst the different Franchisee areas under the same Utility) and in the areas served by the Utility itself, keeping in view of the relevant provisions of the Government of India's "RAJIV GANDHI GRAMIN VIDYUTIKARAN YOJNA". Scheme for Rural Electricity infrastructure and Household Electrification.

#### 4.3 **Security Standards, Distribution System Operating Standers, Overall Performance Standers.**

a) The Franchisee shall comply with the same practices which had been followed by the Utility with regard to security Standards and Distribution System Operating Standards Proposed by the Franchisee are approved by the utility.

b) If the franchisee fails to meet the Standards specified by the utility without prejudice to any penalty that may be imposed or prosecution in inhiated, the Franchisee shall be liable to pay such compensation to the person affected, as may be deterring by the utility, after allowing the Franchisee a reasonable opportunity of being heard.

c) The Franchisee shall, within 3 months of the ind of each financial year, submit to the Utility a report indicating the performance of the Franchisee's distribution system during the previous financial year with reference to the Standards specified by the Utility, as also the number of cases in which compensation was awarded and the aggregate amount of such compensation.

The franchisee shall, if required by the Utility, publish a summary of the report in a manner approved by the Utility.

d) The Franchisee shall conduct it's franchisee business in the manner which it considers to best calculated to achieve the overall performance standards in connection with provision of supply services and the promotion of the efficient use of electricity use of electricity by consumers, as may be prescribed by the Utility pursuant to the Electricity Act. 2003

#### 4.4 **"Service"**

a) **Electricity Supply Code**, The Franchisee Shall.

- i. Comply with the Electricity Supply code approved by the relevant SERC.
- ii. Bring the notice of the consumers the existence of the supply code ( ans condition of supply), including its substantive revision and their right to inspect or obtain a copy in its latest form.
- iii. Make available a copy of the code (and conditions of support received from time to time, for inspection by the public during norms, I working hours; and
- iv. Provide free of charge a copy of the code (and conditions of supply) as revised from time to time to each new consumer and to any other person who request it at a price not exceeding the cost of duplicating it.

b) **Consumer complaint handling procedure**, The Franchisee shall comply with the complaint Handling Procedure approved by the Utility/SERC. The Franchisee Shall.

- i. Make availability, on demand, a copy of the Complaint Handling Procedure, revised from time to time, for inspection by the public at each of the relevant premises during normal working hours and



- ii. Providing free of charge a copy of the procedure revised from time to time to each new consumer, and to any other person who requests for it at a price not exceeding the cost of duplicating it.
- c) **Consumer's Right to inform**, The Franchise, on request of the consumer, to the extent that is reasonably available to the Franchisee, Shall provide
  - i. Information on all services provided by the Franchisee, including information on the charges, which may be available to the consumers.
  - ii. Information on meter reading for the electricity service provided to the consumer premises by the franchisee and
  - iii. Information on the status of the consumer's account with the franchisee.
- d) **Consumer Right-Distribution Prohibited**,
  - i. Franchisee shall comply at all times with all applicable laws, rules and regulations, including the terms of the Franchisee relating to non-discrimination except as provided under the relevant guidelines of the Ministry of power, Govt. of India for implementation of "**RAJIV GANDHI VIDHUTIKRAN YOJANA**".

#### 4.5 **"Provision of Information of Utility"**

- a) The Franchisee shall to the Utility any delay such information, Documents, and details related to the Agreement business or any other business of the Franchisee as the utility may for its own purpose.
- b) The utility may anytime during the subsistence of this agreement, authorize any persons to inspect, verify and audit the performance, records and accounts of the Franchisee and the Franchisee shall be obliged to extent all co-operation, assistance and facilities, as may be required to such authorized persons.
- c) The Franchisee shall notify the utility of any major incident affecting any part of the distribution system that has occurred and shall at the earliest possible and in any event, by no later than 15 days or such period as may be extended by the utility from the date of such major incident. The Franchisee shall also submit a report to the Utility giving details of the facts within the knowledge of the Franchisee regarding the incident and its cause.
- d) The decision of the Utility as to what is a major incident shall be final.

#### 4.6 **"Obligation to connect new consumers"**

- a) Subject to the other provisions of this agreement the franchisee shall I have the following obligations:
  - i. The Franchisee shall inform the prospective consumers regarding procedure of new connection and mobilize them for the same.
  - ii. The Franchisee shall collect the processing fee for new connections, load extension/reduction along with application form duly completed in all respect and submit it to concern authorized person for released of the same as per rules and regulations of UPPCL/SERC.
  - iii. The Franchisee shall also inform the name with address of such consumers in whose premises Air Conditioners are installed without approval/sanction.
  - iv. Franchisee shall also inform the list of such villages which are electrified having no connection at all.

#### 5.0 **"Tariff and Revenue Realization"**

- i. The list of consumers along with monthly assessment and arrear shall be provided by the licensee to the franchisee. The franchisee shall collect the dues from the consumer of LMV-1(Rural) , LMV-5 including arrears and assessment.

- ii. The Franchisee shall collect the printed electricity bills as per prevailing tariff from Executive Engineer on scheduled date and distribute them well before last due date of payment.
- iii. The Franchisee shall collect electricity dues from consumer assigned to him only on printed receipt books issued by Executive Engineer.
- iv. Receipt books shall be counter signed with stamp by DA(R)/AE(R)/AAO(R) on the back of each and every page before issuing to the franchisee.
- v. The Franchisee shall collect electricity dues only through the receipt book provided by the Executive Engineer ( As mentioned in Para 5 iv.) only and no other prompt books shall be Utilized by him in any case.
- vi. The collecting agents employed by the franchisee shall be issued photo identity cards by the Executive Engineer on the recommendation of the franchisee and shall be only persons authorized to collect the revenue.
- vii. Revenue collected y the franchisee shall be remitted to the office of the Executive Engineer on every day, along with collection statement bifurcating the realization against arrear and current assessment and a copy of receipt. The collecting agents shall not be authorized to retain with them revenue collected beyond the limit prescribed by Executive Engineer.
- viii. Every Consumer shall be issued receipt for the amount collected and franchisee shall not collect amount beyond mentioned on the electricity bill made available to the consumer.
- ix. All responsibility of cash collection and its remittance to the office of Executive Engineer shall be solely on the franchisee. The Franchisee shall make all security arrangement accordingly.
- x. Targeted Assessment shall be reviewed, after every three months in which assessment of all new consumers added shall be included and franchisee shall have to relive the same.
- xi. The Franchisee shall have binding to fallow the rules amended/framed by licensees time to time regarding collection of dues, assessment of consumers & Payment of commission to the franchisee.

## 6.0

### **"Duties and responsibilities of the franchisee"**

- i. The franchisee shall collect the list of consumers and their meter details, from Executive Engineer and record meter reading. On meter reading books in two copies on meter reading book shall always be kept in the office of the Executive Engineer.
- ii. The Franchisee shall also arrange meter reading of the meters installed to be instilled on the transformers and prepare energy account as advised by Executive Engineer.
- iii. Franchisee also provides the list of burn damages meter, list of unauthorized consumer's theft of electricity and property of the licensee and other information's regarding consumers.
- iv. The Franchisee shall distribute the Electricity bills and collect revenue as mentioned above in 5.
- v. Franchisee Shall also executive minor repair/maintenance such as conductor breakdowns/insulators replacement, tree cutting and jumper replacement etc. and shall arrange necessary technical skills/unskilled workers at places specified by the licensee.
- vi. All materials required for minor maintenance shall be provided by the licensee.

- vii. Franchisee may disconnect the defaulting consumers but shall make proper records of the same and intimate the licensee on day to day basis.
  - viii. Franchisee shall be required to reduce the ATC losses of the area of their franchisee by way of checking of theft, reducing the line losses and increase in realization at least 1% every month.
- 7.0 **"Powers of the Franchisee for Revenue Realization, Meter Tampering etc."**
- a) Subject to the provision of the Electricity Laws and the Rules framed there under and the applicable Regulations, The Franchisee shall have the power and authority. On behalf of the Utility, to take appropriate actions for:
    - i. To Take meter readings at the premises of consumers.
    - ii. To distribute and collect electricity bills from the consumers and remit the same to the licensee.
    - iii. Metering at the point of supply of electricity.
    - iv. Prosecution for theft of power, equipment of appliances through the licensee.
    - v. Prevention of meter tampering, diversion of electricity, unauthorized use of electricity and damage to licensee's property.
    - vi. Franchisee may disconnect/reconnect defaulting consumers as per rules of SERC and depositing requisite R&D fee with approval of license.
    - vii. All such similar matters affecting electricity distribution.
  - b) Franchisee shall not be empowered to correct the bills in any case. He will collect the application of consumers regarding bill dispute and submit the same to Executive Engineer along with relevant consumer information on prescribed format Executive Engineer shall take necessary decision on the matter within 15 days and arrange to handover the corrected bill (if required) to Franchisee for collection of revenue.
  - c) Franchisee shall not be authorized to compound the offences as mentioned in electricity act/supply code as lodging of FIR against the consumer assessment for excess load. Theft of energy etc. He will intimate the licensee about such offence and arrange all legal action through authorized person of the licensee or on authorization of the franchisee by the licensee if made. The Franchisee will report such incident in writing to JE as well as SDO/EE Concerned.
- 8.0 **"Indemnification, Insurance and Security"**
- i. Indemnification (To be applicable for franchisee assigned with the responsibility of O&M Distribution(system) Franchisee shall indemnify, defend and hold the Utility its offences agents and employees, harmless from any claims for injury, damages, loss, liability, cost or expense arising in whole or in part from incident to or connected with any act or omission of franchisee, including without limitation any construction excavation operation, maintenance, reconstruction or any other act. done under this franchisee, by franchisee to keep its system in safe condition.
  - ii. **"Insurance"** The Franchisee shall make insurance to its workers collecting agents and revenue collected. The Licensee shall bear no responsibility firm any accident or misappropriation of licensee Property/Loss of revenue collected by franchisee.
  - iii. The franchises shall furnished a bank Guarantee/FDR of 100% value of assessment in the name of **Executive Engineer, Barabanki.**
- 9.0 **"Remedies for non-compliance"**
- i. **Termination of The Agreement:** In the event of a material breach of this franchise by the franchisee, the licensee may, without

limitation, exercise all rights and remedies provided for herein or otherwise, available under the law, including termination of the franchisee, without, limitation, the following shall constitute material breaches of this franchisee.

- a) Revenue collection less than 70% in every month.
- b) Non remittance of revenue collected full or in part within the specified period.
- c) Short remittance of Revenue receipt.
- d) Collection of revenue more than printed on the electricity bills.
- e) Collection of revenue without giving proper receipts to the consumers or using fake receipts books.
- f) Mishandling/Loss of receipts books issued by licenses.
- g) Not providing the information about theft of electricity or found involved in the theft/encouragement of theft.
- h) Gross failure by franchise to provide required services desired under this agreement. For such purpose, the decision of the licensee shall be final.

9.2 In event the Utility intends to terminate this Franchise Pursuant to the provision sub-section, the Utility shall provide a written notice by adjusting of the security deposited by the franchisee, to cure, identifying the nature of the breach with reasonable specificity and advising Franchisee of the Utility's intent to terminate the Franchisee.

9.3 Termination of this Franchise shall be by a written order issued by the utility, provided, however, before any such recourse is adopted, the franchisee must be provided an opportunity to be heard by the utility the state Government regarding such proposed action before any such action is taken.

9.4 In case of non- remittance of revenue collected by the franchisee in two consecutive stipulated days in a week. (refer to clause no. 5.Vii) Utility may terminate the agreement and seize the security deposited by the franchisee.

#### 10.0 **"Payment to Franchisee"**

(A) The licensee shall make payments to the franchisee for the services rendered by franchisee as per agreement:-

#### 11.0 **"Dispute Resolution"**

- a) Any dispute between the franchisee and their utility arising out of/on in connection with this agreement shall be first tried to be settled through mutual negotiation.
- b) In the event of such differences or disputes between the franchisee and the Utility not settled through mutual negotiation within thirty days of such dispute, the matter shall be referred individually (or jointly) to MD, MVVNL, Lucknow, Lucknow/CE (Com.), UPPCL, Lucknow / the State Government for a decision.
- c) The franchise and the utility shall undertake to carry out any decision relating to such dispute without delay.

#### 11.1 **"Force Majeure"**

- a) Neither party shall be responsible or liable for deemed in breach here of because of any delay or failure in the performance of its obligation here under (except for obligations to pay money due prior to occurrence of force majored events under the agreement of failure to meet milestone due to any event or circumstance (a force majuscule event) beyond the reasonable control of the party experiencing such delay or failure including the occurrence of the following:
  - b) Typhoons, foods, lightening, cyclones, Hurricanes, draught, famine, epidemic, or other natural calamities:

- c) Acts of war or civil unrest:
- d) Any requirement, action or omission to act pursuant to any judgment or order of any court of judicial authority:
- 11.2 **"Terms as to Suspension and Revocation"**  
It is condition of this agreement that the Franchisee shall comply with all the Regulations Codes and standards and also orders and directions of the Utility expressly state that an order subjects the franchisee to such compliance failure to comply with prejudice to the utility's right to revoke this agreement on any other applicable grounds.
- 11.3 **"Severability"**  
It any section provision or clause of this franchisee is held by a court of competent jurisdiction to be invalid or unenforceable, or is pre-empted by central or state laws or regulations the remainder of this franchisee shall not be affected. Except as it otherwise provided in this franchise.
- 11.4 **"Training to be provided by the utility"**
  - a) The Utility shall create a cell the organization for the development of the franchisee concept, which shall be step towards providing a sustainable system for supplying power to rural areas of the country.
  - b) The Utility shall make all necessary arrangements so as to ensure creation of proper awareness and appropriate training facilities for the personnel to be deployed by the Franchisee for its operations, especially on the following aspects, amongst other:
    - I. Technical standards with O& M Manuals,
    - II. Safety standards and electricity Literacy.
    - III. Accounting procedures.
- 12.0 **"To be provided by the Utility to Franchisee"**
  - a) Security Standards
  - b) Distributions system operating standards.
  - c) Guidelines for accounting procedure
  - d) Utility shall also provide the details of the franchisee area and the existing status of electrical infrastructure within the franchise area as per schedule-I and schedule-II, Which shall form part and parel of this Agreement.
    - i) **"Schedule 1"** Details description of the franchise area, indicating village-wise list of different category of existing consumers with name of the concerned Pantheist Institutions.
    - ii) **"Schedule 2"** Details description of the existing infrastructure of the utility located in the franchises area with geographical map and existing electrical network inlaid, quantities and depreciated cost, which the franchisee has been authorized to operate for carrying out the franchised business.
- 13.0 **"Duties/Responsibilities of the Utility"**
  - a) To create proper awareness and facilities appropriate training for the personnel to be deployed by the franchisee for its operations in association with the state power utility.
    - b) Concept for distributing electricity through franchisee is relatively unknown to the rural population. It is therefore important that whole concept be explained and idea properly presented to the consumers by way of newspapers and other media.
    - c) The Utility will ensure non-discriminatory behavior towards the franchisee in case of power supply shortage.
    - d) To Provide the franchisee all materials required for minor maintenance such as conductors supply shortage.
    - e) Sub Station maintenance and transformer replacement shall be responsibility of the licensee.
    - f) To provided suitable space at the sub stations for revenue collection counter by the franchisee it required.
    - g) To maintain the proper records of receipt books issued to the franchisee and revenue collected and remitted by them.

h) Junior Engineer and Lineman of the licensee shall be instructed to supervise the work of franchisee and close monitoring of the same.

Superintending Engineer, EDC

Barabanki

Tender. No. 154/EDC(B)/2015-16.

**TENDER FORM**

From:

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

Sub: - Offer for Appointment of Francise for collection of revenue in the area feeded from 33/11 kV Substation Masauli Under EDD RS Ghat" against Term Tender No. 154/EDC(B)/2015-16. Due for opening on 04.01.2016at 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.

| <b>Sl. No</b> | <b>Particulars</b>  |  |
|---------------|---|--|
| 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?  |  |
| <b>TECHNICAL SPECIFICATIONS / PRICES:</b> |  |  |
| 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 154/EDC(B)/2015-16 DUE FOR OPENING ON 04.01.2016 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:

**Completion Period**

SCHEDULE OF COMPLETION OF WORKS AGAINST TENDER NO. 154/EDC(B)/2015-16 DUE FOR OPENING 04.01.2016

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

Date :

Signature of contractor with seal

Place :

Address :

**Price schedule for appointment of Francise for revenue collections from consumers of 33/11 kV Substation Masauli under EDD RS Ghat" against Term Tender No. 154/EDC(B)/2015-16. Due for opening on 04.01.2016 at 15.00 hrs**

| क्रमांक | ग्रामीण बत्ती पंखा वत्ती संयोजन, एलएमवी-1 की संख्या |         | ग्रामीण बत्ती पंखा वत्ती संयोजन, एलएमवी-1 भार |         | ग्रामीण बत्ती पंखा वत्ती संयोजन, एलएमवी-1 का निर्धारण |          | ग्रामीण नलकूपों की संख्या | ग्रामीण नलकूपों का भार | ग्रामीण नलकूपों का निर्धारण | कुल निर्धारण |
|---------|---|---------|---|---------|---|----------|---------------------------|------------------------|-----------------------------|--------------|
|         | एसटी 13   | एसटी 17 | एसटी 13                                       | एसटी 17 | एसटी 13   | एसटी 117 |                           |                        |                             |              |
| 1       | 2   | 3       | 4   | 5       | 6   | 7        | 8                         | 9                      | 10                          | 11           |
| 1.      | 6697  | 2537    | 9778  | 317     | 2957395   | 337421   | 945                       | 5595                   | 672519                      | 39,67,335.00 |

**परिश्रामिक / प्रोत्साहन निर्धारण हेतु कार्य विवरण**

**क. कुल निर्धारण के सापेक्ष राजस्व वसूली प्रतिशत हेतु**

| क्रमांक | निर्धारण के सापेक्ष वसूली प्रतिशत                          | वांछित कमीशन , प्रतिशत में |            |
|---------|--|----------------------------|------------|
|         |  | अंकों में                  | वर्षों में |
| 1       | 2  | 3                          | 4          |
| 1.      | निर्धारण के सापेक्ष प्रस्तावित अधिकतम राजस्व वसूली प्रतिशत |                            |            |
| 2.      | 60% पर वांछित कमीशन  |                            |            |
| 3.      | 60 से 70% पर वांछित कमीशन                                  |                            |            |
| 4.      | 70 से 80% पर वांछित कमीशन                                  |                            |            |
| 5.      | 80 से 90% पर वांछित कमीशन                                  |                            |            |
| 6.      | 90% से अधिक तथा 100% पर वांछित कमीशन                       |                            |            |
| 7.      | 100% से अधिक पर वांछित कमीशन                               |                            |            |

**ख. ग्रामीण क्षेत्रों में नये कनेक्शन देने, भारबृद्धि व तत्सम्बन्धी अन्य वाणिज्यिक गतिविधियों के सापेक्ष वांछित प्रोत्साहन(Incentive)**

फ्रैन्चाइजी को राजस्व वसूली के अतिरिक्त ग्रामीण क्षेत्रों में नये कनेक्शन देने बत्ती पंखा से वाणिज्यिक विधा में परिवर्तित कराने, नलकूप संयोजन के भार बढ़ाने, विद्युत चोरी पकड़वाने तथा अनुबन्ध पूर्ण बकायेदारों के संयोजन काटने, बिल जमा कराने एवं जोड़ने के कार्य मद में भी दरे देनी होगी ।

| क्रमांक | गतिविधि  | वांछित इन्सेंटिव , रुपये में |            |
|---------|--|------------------------------|------------|
|         |  | अंकों में                    | वर्षों में |
| 1       | 2  | 3                            | 4          |
| 1.      | नये संयोजनो (अवर/अभियन्ता/उपखण्ड कार्यालय में सीधे प्राप्त आवेदन को छोड़ते हुए) निर्गत करने पर:- |                              |            |
| क.      | बत्ती पंखा   |                              |            |

|    |   |  |  |
|----|---|--|--|
| ख. | 5 अ0श0 से ऊपर के औद्योगिक संयोजन  |  |  |
| ग. | नलकूप संयोजन के भार बढ़ाने पर   |  |  |
| 2. | बत्ती पंखा संयोजन जिनका उपयोग वाणिज्य विधा में किया जा रहा है, वाणिज्यिक विधा में परिवर्तन कराने पर |  |  |
| 3. | विद्युत चोरी पकड़वाने एवं विद्युत चोरी पर डाला गया राजस्व निर्धारण जमा कराने पर                     |  |  |
| 4. | फ्रैन्चाइजी के अनुबन्ध पूर्व बकायेदारों के संयोजन काटने, बिल जमा कराने एवं जोड़ने पर                |  |  |

**Note:-** फ्रैंचाइजी की नियुक्ति का मुख्य आधार फर्म द्वारा प्रस्तावित अधिकतम राजस्व वसूली प्रतिशत व नये कनेक्शन निर्गमन व अन्य वाणिज्यिक गतिविधियों में प्रस्तावित सबसे कम दर रहेगी।

Date:

Signature of contractor with seal

Place:

Address: