

**LUCKNOW ELECTRICITY SUPPLY ADMINISTRATION**

**BID DOCUMENTATION**

**Against tender specification no: 38-CE/LESA/WORK/2016-2017  
Opening dated - 24.10.2016**

**ENGAGEMENT OF AGENCY**

**OFFER FOR ENGAGEMENT OF AGENCY FOR METER  
READING, BILL GENERATION & BILL DISTRIBUTION BY  
HAND HELD MACHINE FOR 3 YEARS IN THE AREA OF  
EUDD, GOMTI NAGAR, INDIRA NAGAR, ALAMBAGH,  
MAHANAGAR, THAKURGANJ & BAKSHI KA TALAB.**

**IN  
LESA**

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**Tender Fee Rs. 3150.00 (Including VAT)  
Earnest Money Rs. 112000.00**

कार्यालय मुख्य अभियन्ता (लेसा )  
मध्यांचल विद्युत वितरण निगम लिमिटेड  
लखनऊ विद्युत सम्पूर्ति प्रशासन  
4-ए, गोखले मार्ग, लखनऊ

अति अल्पकालिन निविदा सूचना

अधोहस्ताक्षरी द्वारा लेसा क्षेत्रान्तर्गत विभिन्न मण्डलों में हैण्ड हेल्ड बिलिंग के कार्यों को कराने हेतु अनुमती एवं ख्याति प्राप्त फर्मो/एजेन्सियों जो सेवाकर में पंजीकृत हों, से मुहरबन्द निविदायें दो भागों में, प्रथम भाग में धरोहर धनराशि, अनुभव एवं अन्य विवरण तथा फर्म की साख पुष्टि सम्बन्धी प्रमाण-पत्र तथा द्वितीय भाग में दरें एवं वाणिज्यिक नियम एवं शर्तें दिनांक 24.10.2016 को 13:00 बजे तक आमंत्रित की जाती हैं जो उसी दिन 15:00 बजे उपस्थित निविदादाताओं अथवा उनके अधिकृत प्रतिनिधियों के समक्ष अधोहस्ताक्षरी अथवा उसके नामित प्रतिनिधि द्वारा खोली जायेगी। यदि निविदा खुलने की तिथि को अवकाश पड़ता है तो निविदा अगले कार्य दिवस को नियत समय पर खोली जायेगी। निविदा प्रपत्र किसी भी कार्य दिवस में इस कार्यालय से निविदा खुलने की तिथि से एक दिन पूर्व तक प्राप्त किया जा सकता है। निविदा प्रपत्र प्राप्त करने हेतु शिडयूल बैंक द्वारा जारी बैंक ड्राफ्ट पी0ए0 ( एम) टू चीफ जोनल इंजीनियर, लावेसू, उ0प्र0पा0का0लि0, लखनऊ PA (M) to CZE, LAAVESU, UPPCL, Lucknow) के नाम स्वीकार किया जायेगा। निविदा की धरोहर धनराशि बैंक ड्राफ्ट/काल डिपाजिट/फिक्सड डिपाजिट एवं बैंक गारन्टी के रूप में पी0ए0 ( एम) टू चीफ जोनल इंजीनियर, लावेसू, उ0प्र0पा0का0लि0, लखनऊ के नाम देय एवं स्वीकार्य होगी। निविदा से सम्बन्धित अन्य विवरण निम्नवत हैं:-

1. निविदा संख्या 38-मु0अ0/लेसा/कार्य/2016-2017

विद्युत नगरीय वितरण खण्ड, गोमतीनगर, इन्दिरानगर, आलमबाग, महानगर, ठाकुरगंज एवं बक्शी का तालाब के विद्युत उपभोक्ताओं की हैण्ड हेल्ड बिलिंग का कार्य। अर्नेस्ट मनी रू0 1,12,000.00 एवं निविदा प्रपत्र का मूल्य रू0 3150.00 (वैट सहित)।

नियम एवं शर्तें:

1. कार्यदेशित धनराशि की 10 प्रतिशत सिक्कोरिटी डिपाजिट जमा करना अनिवार्य होगा।
2. निविदा की वैधता 180 दिन होगी।
3. कार्य की दरें सेवा कर को छोड़कर अंकित करनी होगी जिसका भुगतान अलग से माँग करने पर किया जायेगा।
4. निविदित कार्यों में से कोई भी कार्य 20 प्रतिशत तक घटाया/बढ़ाया जा सकता है।
5. निविदा के साथ निर्धारित धरोहर धनराशि जमा करना आवश्यक होगा। बिना धरोहर धनराशि के निविदा भाग-द्वितीय नहीं खोला जायेगा।
6. निविदा भाग प्रथम में निविदा की शर्तों को पूर्ण करने के पश्चात ही निविदा भाग -द्वितीय खोला जायेगा
7. निविदा प्रपत्र मध्यांचल विद्युत वितरण निगम की बेबसाइट [www.mvvtender.in](http://www.mvvtender.in) से भी डाउन लोड किया जा सकता है। बेबसाइट से डाउनलोड किये गये निविदा प्रपत्र हेतु निर्धारित निविदा मूल्य निर्धारित प्रारूप में निविदा भाग-प्रथम के साथ एक अलग लिफाफे में बन्द करके लगाना आवश्यक है अन्यथा कि स्थिति में निविदादाता का निविदा प्रपत्र भाग-एक नहीं खोला जायेगा।
8. बिना कारण बताये किसी एक या सभी निविदाओं को आंशिक अथवा पूर्ण रूप से स्वीकार अथवा अस्वीकार करने का अधोहस्ताक्षरी को अधिकार सुरक्षित है।

अधिशारी अभियन्ता (मुख्यालय)

राष्ट्रहित में बिजली बचाये

( आशुतोष श्रीवास्तव )  
अधिशारी अभियन्ता (मु०)  
कृते मुख्य अभियन्ता (लेसा)

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# **SECTION-1**

## **TENDER SPECIFICATION**

LESA invites sealed bids from the competent experienced agencies for entering into a contract for carrying out meter reading, bill generation using Hand Held machines, Bill Distribution and other related commercial activities in the specified distribution divisions for specified consumer categories so as to establish an efficient billing and revenue cycle, collection of data for updation of existing database/survey work, `wrongly identified consumers.

### **1.1. SCOPE OF WORK**

#### **1.1.1. SPECIFIED DISTRIBUTION DIVISIONS**

The distribution divisions where the activities specified in this tender document are to be carried out are under EUDC- II, VI, VII, VIII, IX & X of LESA. EUDD- Gomti Nagar, Indira Nagar, Alambagh, Mahanagar, Thakurganj & Bakshi Ka Talab are covered under the scope of work.

#### **1.1.2 SPECIFIED CONSUMER CATEGORIES**

Consumer categories where the activities specified in this tender document are to be carried out include all domestic, non-domestic, commercial and industrial consumers has specified in the tariff order issued by UPERC from time to time (Usually once every year). Categories are here under:-

LMV 1: Domestic Light & Fan 10 kw & below

LMV 2: Commercial Light & Fan 10 kw & below

LMV 4: Public & Private Institution 10 kw & below

LMV 6: Small & Medium Power 10 kw & below

Any and all changes to these categories in the future by UPERC shall automatically pass through to the scope of activities as in this tender document and in the agreement, unless the nature or number of consumers is changed materially in view of LESA.

### **1.2. ACTIVITIES TO BE PERFORMED BY THE BIDDERS FALL UNDER TWO BASIC CATEGORIES**

#### **1.2.1 MONTHLY ACTIVITIES**

1. Updated data shall be provided to the successful bidder from server in multiple cycles for billing during the month by O.L.B. LESA.
2. As per defined schedule, the consumer updated data shall be uploaded by agency to the H.H.C. machine for billing of consumer. The bidder shall take Meter Reading, in the form of KWH & KW/KWH/ KVAH, KVA Generate Bills, shall be given to the consumers at consumer's destination.
3. Data of whole day billing and collection activities in Compact Disks/ by authentic email be given to DATA CENTERS/ DISTRIBUTION DIVISIONS for uploading the bills.
4. Updation of Addition/Correction of Name, Address, Feeder no.,/Meter no. & Mobile no. (Survey) of consumers billing cycle to cycle the information shall be furnished to division on given proforma to division.

5. During the meter reading if any discrepancy such as consumer existing at site but not present in data base, consumer does not exist but available in data base, meter no. other than available in data base etc., found must be reported in prescribed format to concerned Ex. Engineer in writing by next working day.

(Accounting and its downloading to the main server along with billing and payment data.

6. The firm shall be initially furnished with the master data of the impugned division along with GIS and all subsequent survey data. With the help of this data the firm shall build walking sequence for the purpose of sequential billing and identification of consumer premises vis and vis other consumers in the same walking list.
7. The firm shall make table of around 1500 consumers in their walking sequence in excel 2003. in the prescribed format. Reading shall be punched in HHC and a tick shall be marked in the appropriate column of this table a hard copy of the table thus prepared shall be carried by the reader. There shall be a column for OK meter read & one column each for all the discrepancies likely to be observed at site e.g. IDF , House Lock ,Entry Denied, Meter running but billed in IDF, Meter IDF but billed with OK read, Mech. meter, Direct Supply, Meter change etc.(standard abbreviations of above discrepancies shall be used).With one click of the mouse all such data can be sorted OK read and IDF shall be counted for billing rest of the information shall be used for cleaning of Data. With the consumer charted in the billing sequence it shall be very easy to trace the consumer. And accountability of correct billing can be fixed. This will enable the firm to rotate meter readers and drastically reduce their indispensability. It has been observed that the meter reader is invariably not able to show the connection which he has billed, randomly unless he starts counting from the beginning.
- 8 The purpose of this specification is to achieve 100% correct billing by capturing all billable consumers and weeding out fictitious consumers from billing data .It shall be a joint Endeavour of utility and agency to clean the data & get defective meters replaced, take reading of all the consumers and serve monthly bills to them. An incentive scheme for assistance in showing the location of meters which need replacement or correction like IDF to active in billing data.

Acct ID/Meter No	OK	MC	IDF	PL	ED	Remark
1111111111/AM4255	✓					
1111111112/AM6256		✓				

### 1.3 TERM

The term shall be initially for a period of one year, extendable/renewable on a year to year basis for such periods as mutually agreeable, subject to the total period not being more than three years.

#### **1.4. TENDER PARTICULARS**

- (i) Tender fee : Rs.3150.00 ( Including VAT)**
- (ii) Earnest Money : Rs: 112000.00**
- (iii) Security Deposit : 10% Security Deposit shall be deposited by the successful firm/firms at the time of signing the contract agreement.**
- (iv) Due Date of Receipt of Bids Part I&II : 24.10.2016 at 13:00 Hrs**
- (v) Date of opening of Part I of the BID : 24.10.2016 at 15:00 Hrs**
- (vi) Date of opening of Part II of the BID : To be notified to the technically suitable bidders**

#### **1.5. SUBMISSION OF BID**

Sealed bid offers are to be submitted in two Parts.

1. Part I shall contain Technical Qualifications details of the bidder together with his capabilities.
2. Part II shall contain the financial offer along with rates and other commercial terms and conditions.

The tender documents containing application formats and the details of the proposal can be purchased from the LESA office on any working day between 11:00 hrs to 14:00 hrs on payment of the tender fee by demand draft/ banker's cheque of any Scheduled bank situated in LUCKNOW in favour of "PA (M) TO CZE, LAAVESU, UPPCL, LUCKNOW". The tender document can also be downloaded from mvvnl, website <http://www.mvvnl-tender.in/> and can be submitted along with the demand draft for the value of Tender Document fees in favour of "PA (M) TO CZE, LAAVESU, UPPCL, LUCKNOW". But the demand draft must be deposited prior to the submission of bid offer separately and produce the deposition slip and make them to qualify for bid submission.

Sealed bid offers prepared as per bid documents along with the earnest money should be addressed to the CHIEF ENGINEER LESA so as to reach him by the specified time. The offer shall be opened on the specified date in presence of bidders or their authorized representative(s) who choose to be present at that time.

The prospective bidder should have the necessary technical competence, financial standings, experience, expertise and infrastructure as specified in clause 2.6.1 & 4.3 of this document for handling meter reading, bill generation, Hand Held machines, bill delivery and related activities

## **SECTION-2**

### **2: INSTRUCTIONS TO THE BIDDERS**

#### **2.1. INTRODUCTION**

LESA envisages engaging an external agency with sufficient experience, technical competence & expertise, financial strength and related infrastructure facilities for carrying out billing using Hand Held machines for specified consumer categories and other related activities so as to establish an efficient billing and revenue cycle.

#### **2.2. CLARIFICATION OF BID DOCUMENTS**

The prospective bidders may obtain any clarification regarding the bid document by writing or faxing to:-

***“CHIEF ENGINEER LESA (9415901286)***

***FAX NO. 0522-2209347***

***4-a Gokhle Marg***

***LUCKNOW***

Clarification given in reply to any of the prospective bidders shall be addressed to all the agencies who have purchased the bid documents.

The bidders are advised in their own interest, to examine the bid documents instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an application's bid or submission of bid not substantially responsive to the bid documents, may result in disqualification of the bid.

#### **2.3. SITE VISITS**

The bidder may in his own interest, before submitting his bid examine the divisions billing system and the area involved to satisfy himself regarding the field conditions and status of present database, systems and commercial procedures.

The bidder may contact Superintending Engineer of various circles, for help in facilitating these visits. No claim for change in the bid for terms and condition of the contract shall be entertained on the ground that the conditions are different from what were contemplated.

#### **2.4. AMMENDMENTS TO BID DOCUMENT**

At any time prior to the last date for submission of bid as well as designated date for opening of Part II price bid, LESA may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment which shall form Part of it.

The amendment(s) shall be sent in writing to prospective bidders, who shall return one copy of it duly signed with their bid. Suitable extension to the due date, if considered necessary will be allowed to accommodate reasonable time to take into account, such amendments.

#### **2.5. DEVIATION FROM BID DOCUMENTS**

The bid offer must include a separate statement indicating deviations from the bid documents as per format given below. The proposed deviations from the bid documents if accepted by LESA shall become binding on the bidder. Unless the proposed deviations from the bid document are specifically mentioned, the specifications, terms and conditions as per this document will become binding to the bidder.

### **Schedule of deviations**

<b>Sl. No.</b>	<b>Bid Document Section No.</b>	<b>Reference Clause No.</b>	<b>Deviation Proposed</b>

## **2.6. DOCUMENTS COMPRISING THE BID**

### **2.6.1. PART-I: PRE-QUALIFICATION, TECHNICAL AND OTHER DETAILS**

- (1) Power of attorney/Board resolution in favour of signatory of the bid.
- (2) The bidder should have past experience of managing Database of at least 1 Lac (one lakh) consumers per month for a minimum period of one year along with experience of similar work including meter reading, processing and distributing bills at consumer site in the setup of a utility. The bidder should submit satisfactory performance reports from various utilities in respect of experience in execution of similar works.
- (3) The bidder should have an average turnover of Rs.50.00 Lacs per annum as per the audited balance sheets of last three years. The relevant papers shall be submitted in support of above.
- (4) Bidders issued notices for black listing in an organization or already blacklisted will not be allowed to participate in the tender and an affidavit should be submitted to this effect. Individual firms are eligible to participate in tender. Joint venture or consortium of companies etc shall also be allowed to participate in the tender.
- (6) Full details about financial strength, experience, organizational competence and infrastructure available to bidder for such type of work. The bidder must make suitable references to past experiences for a comparable distribution system of a utility. The bidder shall specifically furnish following information for prequalification in the bid failing which offer is likely to be summarily rejected and shall not be considered at all.
- (7) The successful bidder shall be bound to do billing of at least 90% of consumers specified to them failing which penalty shall be deducted from the bill of Agency for unbilled consumers which will be as per rates awarded for per consumer billing to the Agency i.e. no penalty will be imposed if the Agency issues bill for 90% of consumer otherwise including counter billing, he will be penalized for consumers remained unbilled below 90%. Firm have to complete 100 % billing by 28th of each month. 5KW and above billing must be completed by 28th of each month.
- (8) The successful Agency must appoint a meter reader on every 1500 (minimum 70 reading per day for 22 working days w.e.f. 3rd of each month upto 24<sup>th</sup> of each month) consumers for Meter reading purposes also number of meter readers deployed shall be in a way to complete reading work on and before 25<sup>th</sup> of every month. The firm must also appoint one

Supervisor and 2 additional meter reader for duty in place of meter readers precede on leave.

- (9) The Bogus rates quoted by the bidders shall be declared non workable. Rates must be quoted keeping in view the minimum labour wages as declared by the Labour Commissioner & cost of stationery etc. The rates analysis must also be submitted/ given as per demand of the Engineer of Contract. The firm must have also visit the geographical area of the concerned distribution division before analyzing the billing rates.

#### **Infrastructure requirement**

- (i) The bidder should have adequate number of professionals on regular roll of the tenderer as mentioned below, whose/personal, educational and other qualifications and experience details must be furnished in specified formats.
- (a) Professional experts in computer programming/operation
- (b) Professional trained in accounting & commercial aspects.
- (c) Professional experts in design & development of billing and energy accounting software.
- (ii) The basic objective of each bidder shall be to read at least 1500 bills per HHI machines per Months. The above infrastructure shall be in line with this basic objective. In addition, the bidder shall have required strength of meter readers.

#### **2.6.2. PART-II: FINANCIAL, OFFER AND TERMS AND CONDITIONS**

The financial offer shall be submitted by the bidder in the format given in section 6.2 of this document along with his commercial terms and conditions.

#### **2.7. SUBMISSION OF BIDS**

The bidders are directed to submit their bids as mentioned in Section 1.4 and according to Section 2.8.

#### **2.8. SEALING, SIGNING, MARKING AND SUBMITTING THE BIDS**

The bidder shall submit his bid in two parts. All pages of the bid, including where entries or amendments have been made shall be signed by the person signing the bid.

This bid document, duly signed, shall also be attached with the each bid in token of acceptance of its terms and conditions, except those mentioned in the deviation list.

The bidder shall submit each Part of the bid in separate envelopes marked:

- \* Part I: Technical Bid for meter reading, Bill Generation, Bill distribution and other related activities.
- \* Part II: Financial Bid for Meter Reading, Bill generation, Bill distribution and other related activities.

Each envelope shall be properly secured and sealed. Both Parts of the bid should then be placed in a common envelope, which should also be properly secured, sealed and marked as follows for proper identification:

*“Bids for Meter Reading, Bill Generation, Bill Distribution & other related activities in Part –I and Part-II”*

**Do not open before Dated : 24.10.2016 at (14:00 hrs)**

*Name and address of bidder:*

*Details of earnest money- Number and date of document:*

*Validity period:”*

The bids shall be addressed to the **CHIEF ENGINEER LESA, LUCKNOW**

No bid shall be accepted unless it is properly sealed. Bidder shall not be allowed to fill in or seal their bid at the office where these are due to be received. If the envelopes are not sealed and marked as instructed, LESA will assume no responsibility for the misplacement or premature opening of the bids. A Bid opened prematurely due to any cause may be rejected, resealed and returned to the bidder. A bid must be submitted at specified LESA. Office by an authorized representative of the bidder and any submission by the way of post, telex, telegraphic or fax shall not be accepted.

Bids not accompanied with earnest money or not mentioning the details on the envelope, as specified shall be rejected outright.

Bids must be received within the specified deadline at the specified address. If it is a holiday the bid shall be received on the next working day at same time.

## **BID VALIDITY**

Bid shall remain valid for acceptance for a period of 180 days after the date of opening of Part II of the Bid. **CHIEF ENGINEER LESA** may be requested for suitable extension. If the day up to which the Bid is to remain valid is a holiday the offer shall remain valid up to the next working day.

### **2.8.2. EARNEST MONEY**

The Bid shall be accompanied by a FDR/TDR/BG of a Scheduled Bank of India for an amount of Rs. 112000.00 (Rupees one lac twelve thousand only) in favour of **PA (M) to CZE LAAVESU UPPCL LUCKNOW PAYABLE AT LUCKNOW** valid for six months as earnest money in Part I, of the Bid. The earnest money will be refunded to the unsuccessful bidder.

### **2.8.3. LATE BIDS**

Any Bid received after the deadline for submission shall be rejected and shall be returned unopened to the bidder.

### **2.8.4. MODIFICATION OR WITHDRAWAL OF BID**

The Bidder may modify or withdraw his bid after submission provided that the details of modification or notice of withdrawal is received in writing prior to the due date of submission of Part-I of the Bid.

The Bidder's notice and details of withdrawal or modification shall be prepared, sealed, marked and delivered in accordance with the methodology for submission of Bids, with envelopes marked "Modification" or "Withdrawal" as appropriate.

No Bid may be modified subsequent to the deadline of submission of bids, except for submission of clarification or information called by LESA.

## **2.9. BID OPENING AND EVALUATION**

Part-I envelope of the bid shall be opened on the prescribed time and date, including submission made pursuant to clause 2.8.4 mentioned above in the office of the "**CHIEF ENGINEER LESA**, LUCKNOW in the presence of bidders or their authorized representative who choose to be present. If the opening date is a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise. At the opening of Part I or II of the Bids, the **CHIEF ENGINEER LESA**, LUCKNOW may announce the bidder's details as it may consider appropriate.

The date and time for opening Part II of the Bid containing financial offer will be intimated to the bidders short listed by LESA in due course on the basis of evaluation of Part I of the Bid.

Part II Bids of the bidders not short listed shall not be opened and shall be returned to the bidders. Only the short-listed bidders or their representative(s) may attend Part II Bid opening.

### **2.9.1. CLARIFICATION OR MODIFICATION OF BIDS SUBMITTED**

To assist in the examination, evaluation and comparison of bids, LESA may ask bidders individually for clarification, in writing. No change(s) in the substance of the bid shall be permitted except as required to confirm the correction of any type of typographical error(s).

### **2.9.2. OPENING OF BID PART II**

Subsequent to the examination of the technical bid and receipt & scrutiny of clarification or queries raised by LESA, short listed bidders can submit a supplementary financial bid, in a sealed envelope, if they so desire, before the date and time of the opening of Part II of the Bid already submitted.

Non submission of a supplementary financial bid will mean that the bidder agrees with all the modifications, corrections and amendments in Part I of his bid and any modifications made in Part II by LESA without any financial implication arising thereof.

Supplementary Part II bid, if submitted by the bidder shall be properly secured, sealed, marked and addressed as mentioned above and additionally as follows:

“Supplementary to Part II Financial bid for Meter Reading, Bill Generation and Bill Distribution in LESA.”

## **2.10. SIGNING OF AGREEMENT**

The successful bidder shall, on receipt of letter of acceptance (LOA) from LESA enter into a contract with EE HQ LESA by jointly signing an Agreement. The draft of the agreement based on the terms sheet detailed in Section-5, shall be forwarded to the successful bidder for execution. The Agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the bidder.

## **2.11. PERFORMANCE SECURITY**

Within 30 days of receipt of the LOA, the successful bidder shall furnish to LESA a performance security for the specified amount for the entire term mutually agreed upon, in any one of the following formats to guarantee faithful performance of the Contract, on submission of which the earnest money deposit shall be refunded:-

**(i) A FDR duly pledged in favour of “PA (M) to CZE LAAVESU UPPCL LUCKNOW PAYABLE AT LUCKNOW” issued by any Indian Scheduled Bank**

**or**

**(ii) Bank guarantee as per the Performa, to be provided by LESA.**

**The performance security shall be refunded to the successful bidder on completion of the work as per the Agreement. The Bidder has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.**

## **2.12. GENERAL**

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretation as made by LESA shall be final and binding on all Parties.

LESA will not be responsible for any cost or expenses incurred by the bidder in preparation or delivery of Bids.

LESA reserves the right to amend the nature or scope of the proposed contract reject or accept any bid, cancel the bid process or/and reject all applications. LESA reserves the right to split the work among successful bidders.

LESA shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.

In case of any difficulty in recording meter readings agency will contact the Engineer of the Contract and Executive Engineer of the concerning Division for remedial measures.

The General condition of contract Form ‘A’ of LESA/UPPCL shall be applicable to this tender.

## **SECTION-3**

### **3. PROFILE OF THE EXISTING SYSTEM.**

#### **3.1. AREA**

Brief description of the geographical area covered by the Division specified is as follows:

The distribution divisions where the activities specified in this tender document are to be carried out are under EUDC- II, VI, VII, VIII, IX & X of LESA. EUDD- Gomti Nagar, Indira Nagar, Alambagh, Mahanagar, Thakurganj & Bakshi Ka Talab are covered under the scope of work.

#### **AREA**

<b>A.</b>	<b>Total No of Consumers</b>	<b>204680</b>
<b>B.</b>	<b>Total Circle</b>	<b>6</b>
<b>C.</b>	<b>Total Division</b>	<b>6</b>

#### **3.2. NUMBER OF CONSUMERS**

The number of consumers may also vary in the area. The number of consumers may vary  $\pm 20\%$ .

(This listing would be provided for each division where the hand held billing is being proposed in this document):

<b>Circle</b>	<b>Division</b>	<b>Total Consumers</b>	<b>Billable Consumers</b>	<b>No. of Minimum Meter Readers</b>
<b>II</b>	Gomti Nagar	41759	36417	25
<b>VI</b>	Mahanagar	26941	22185	15
<b>VII</b>	Alambagh	34082	27927	19
<b>VIII</b>	Thakurganj	45863	39426	27
<b>IX</b>	Indira Nagar	33020	33529	23
<b>X</b>	BKT	59342	45196	31
	<b>TOTAL</b>	<b>241007</b>	<b>204680</b>	

The number of consumers are approximate and actual number may vary upto the extent of  $\pm 20\%$  The number of meters readings and bills will increase with number of consumers.

#### **3.3. EXISTING METER READING SYSTEM**

##### **3.3.1. MASTER DATABASE**

For the computer billing Master (permanent) records had been created in the computer from meter books. The Master records contain 145 fields out of which the most important fields are as follows:

<b>Sl. No.</b>	<b>Details</b>
1.	Division Name
2.	Consumer Name
3.	Address

4.	Book No.
5.	Sequence No.
6.	Consumer Code Number (K Number)
7.	Meter No.
8.	Type of connection
9.	Security deposit
10.	Date of Security deposit
11.	Total no of meters in the premises & Account No
12.	Load Sanctioned
13.	Date of release of connection
14.	Previous Reading
15.	Previous Reading Date
16.	Excess Load, if any
17.	Previous Remarks
18.	Unit of load HP/KW/KVA
19.	Last six month's consumption
20.	Average consumption
21.	Billing Code
22.	Capacitor surcharge, if any
23.	Total Arrears outstanding
24.	Number of Arrear months
26.	Misuse, if any

The database as required along with the meter books will be made available to the successful bidder in soft copy

### 3.3.2. PRESENT STATUS OF BILLING IN LESA

The present status of Master Database, Meter Reading, Bill Distribution and Payment Collection of various distribution divisions are as given here under:

DIVISION	SUPPLY TYPE	MASTER DATABASE	METER READING	BILL GENERATION	BILL DISTRIBUTION	PAYMENT COLLECTION
Gomtinagar	DOM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	COM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	S&M IND	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
Mahanagar	DOM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	COM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	S&M IND	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
Alambagh	DOM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	COM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	S&M IND	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
Thakurganj	DOM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	COM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	S&M IND	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
Indranagar	DOM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	COM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE

	S&M IND	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
Bakshi Ka Talab	DOM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	COM L&F	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE
	S&M IND	ONLINE	HHI & MRI	HHI & ONLINE	HHI & MRI	ONLINE

- MRI – Meter Reading Instrument
- HHI – Hand Held Instrument

### 3.3.3. METER READING

Meter Reading is taken by the Dept. officials designated as Meter Readers (MR) OR by the reader of the contracted billing agencies. The meter readings are recorded in meter books maintained by the Meter Readers or in the HHI and processed for the billing.

The jobs of the Meter Reading is supervised by concerned distribution division's Junior Engineers who are required to test check a certain percentage, generally 10 percent of the meter readings taken by the Meter Readers.

The frequency of the meter readings is generally as follows:-

Sl. No.	Category	Frequency
1.	Domestic L&F	Monthly
2.	Domestic L&F (Spot billing )	Monthly
3.	Commercial L&F	Monthly
4.	Small & Medium Ind.	Monthly

The meter books contain, apart from the meter reading, the consumption and the status of the meter. These Particulars are used to compute the energy charges by the computer. The data is directly inserted in the online billing application to save the bills prepared by the HHI software or reading passed in the application by the division officials to prepare the bills online.

The remarks as to be given with meter readings are generally as follows:

REMARKS	CODE	REMARKS	CODE
PREMISE LOCKED	NA	NOT READ	NR
METER FAULTY/ DAMAGED	IDF	REVERSE READING	RDF
SEAL BROKEN	SB	GLASS BROKEN	GB
DIAL OVER	DO	METER CHANGE	MC
ILLEGAL RECONNECTION	IR	METER REMOVED	PD
TEMPORARY DISCONNECTED	TD		

### **3.3.4. GENERAL**

Above are some of the basic features. For more details, the prospective bidders may contact Executive Engineer (O.L.B.)/ Executive Engineer Concerning Area.

The agency is expected to generally follow the existing practice so that there is no difficulty in taking over the system back by LESA on completion of the contract. Significant deviations from current practices would be allowed only after approval from LESA.

## **SECTION-4**

### **4. QUALIFICATION REQUIREMENT**

#### **4.1. INTRODUCTION**

This section specifies the minimum requirement with respect to experience, capability and other Particulars of the bidder to be considered eligible for Participation in the bid for Meter Reading, Bill Generation and Bill Distribution in the area(s) specified by LESA.

#### **4.2. AGENCY**

This is open to all Individual Indian firms.

#### **4.3. ESSENTIAL QUALIFICATION CRITERIA**

- (1) Power of attorney/Board resolution in favour of signatory of the bid.
- (2) The bidder should have past experience of managing Database of at least 1 Lac (one lakh) consumers per month for a minimum period of one year along with experience of similar work including meter reading, processing and distributing bills at consumer site in the setup of a utility. The bidder should submit satisfactory performance reports from various utilities in respect of experience in execution of similar works.
- (3) The bidder should have an average turnover of Rs. 50.00 Lacs per annum as per the audited balance sheets of last three years. The relevant papers shall be submitted in support of above.
- (4) Bidders issued notices for black listing in an organization or already blacklisted will not be allowed to participate in the tender and an affidavit should be submitted to this effect. Individual firms are eligible to participate in tender. Joint venture or consortium of companies etc shall also be allowed to participate in the tender.
- (6) Full details about financial strength, experience, organizational competence and infrastructure available to bidder for such type of work .The bidder must make suitable references to past experiences for a comparable distribution system of a utility. The bidder shall specifically furnish following information for prequalification in the bid failing which offer is likely to be summarily rejected and shall not be considered at all.
- (7) The successful bidder shall be bound to do billing of at least 90% of consumers specified to them failing which penalty shall be deducted from the bill of Agency for unbilled consumers which will be as per rates awarded for per consumer billing to the Agency i.e. no penalty will be imposed if the Agency issues bill for 90% of consumer otherwise including counter billing , he will be penalized for consumers remained unbilled

below 90%. Firm have to complete 100 % billing by 28th of each month. 5KW and above billing must be completed by 28th of each month.

- (8) The successful Agency must appoint a meter reader on every 1500 ( minimum 70 reading per day for 22 working days w.e.f. 3rd of each month upto 24th of each month) consumers for Meter reading purposes also number of meter readers deployed shall be in a way to complete reading work on and before 28th of every month. The firm must also appoint one Supervisor and 2 additional meter reader for duty in place of meter readers precede on leave.
- (9) The Bogus rates quoted by the bidders shall be declared non workable. Rates must be quoted keeping in view the minimum labour wages as declared by the Labour Commissioner & cost of stationery etc. The rates analysis must also be submitted/ given as per demand of the Engineer of Contract. The firm must have also visit the geographical area of the concerned distribution division before analyzing the billing rates.

#### **4.3.2. AVAILABILITY OF INFRASTRUCTURE**

The bidder should have assured access to sufficient number of equipment (through purchase or hire/lease agreement) for speedy and smooth conversion of the existing meter reading and bill distribution system to the one proposed under this tender. The bidder should spell out the infrastructure he shall provide for the proposed job along with the following details:

- (i) The work to be allotted through this tender is a mix of commercial, technical and managerial in nature. Therefore, the tenderer should indicate the experience of the team (that would work on the system) in these areas.
- (ii) The tenderer should have adequate number of professionals as mentioned below whose personnel, educational and other qualification and experience details must be furnished to LESA in specified formats.
  - (A) Professional expert in computer programming/operation.
  - (B) Electrical engineers with degree from recognized institute.
  - (C) Professionals trained in accounting & commercial aspects.
  - (D) Trained electricians, wireman, lineman in electrical trade having "A" class valid license in the trade concerned issued by the Director electrical safety, U.P.
- (iii) The tenderer should have adequate number of computers. Fax machines, internet connections, telephones, hand held computers, so that the work is completed within the specified time schedule/billing cycle as specified by LESA.
- (iv) HHI machines will be provided by the LESA.
- (v) As HHI billing already running, the billing for next billing cycle shall from the 2nd date of next month therefore the billing by the bidders will have to be started immediately.
- (vi) The bidder must establish his office in LUCKNOW and keep all the data and records there itself, before starting the work to them by LESA. This office must be functional all the time during the currency of the contract otherwise his contract will be terminated.

# SECTION-5

## 5. TERM SHEET

### 5.1. INTRODUCTION

This section describes the terms and conditions under which the agency is to develop, operate and maintain the proposed meter reading, bill generation and bill distribution including bill processing and distribution of the specified areas.

### 5.2. DEFINITIONS

The following words and expression shall have the meaning hereby assigned to them except where the contract otherwise so requires.

- **“Agency”** shall mean the firm company or organization whose bid has been accepted by LESA and agreement entered into with and includes has legal representative(s) or successors(s).
- **“Agreement”** shall mean the agreement entered into between the employee and the agency setting out the terms and conditions for meter reading, bill generation and bill distribution.
- **“Area”** or **“Specified Area”** shall mean the proposed area of activities as mentioned in section 1.1.1 of this document.
- **“Meter reading, bill generation and bill distribution”** shall mean all the activities mentioned under ‘scope of work’ in sec 5.4 of this document.
- **“Consumer”** shall means consumers whose premises are receiving electric supply from the LESA power system (legally or otherwise) as ascertained by visually inspecting power lines leading to the consumer premises (or other wise)
- **“Employee”** shall mean the employee of the agency engaged for meter reading and bill generation distribution exclusively in the area.
- **“Employer”** shall mean the LESA, with term shall include his successor(s) and permitted assigns.
- **“Officer”** shall mean an officer nominated by the employer to deal on his behalf with agency.
- **“Report(s)”** shall mean data listing in numerical, graphic or other formats as specified by LESA made available in media (Electronic Compact Disk, paper or other) this definition of report shall also applied to “Variance Report(s)”, “Summary Report(s)”, “Action Reports”, and all such other references to “Report(s)” qualified by work that refers to the type of report.
- **“Specified Consumer”** shall mean consumers in the categories mentioned in the section 1.1.2 of this document.
- **“UPERC”** shall mean Uttar Pradesh Electricity Regularity Commission.
- **“LESA”** shall mean LUCKNOW Electricity Supply Administration having it registered office at 4-A Gokhle Marg LUCKNOW which terms shall include it successors and permitted assigns. For the

purpose of this tender LESA shall also mean the office which invited this tender.

Word(s) imparting singular shall also include plural and vice versa if the context so requires.

### **5.3. OBEJECTIVE**

The objective is to initiate Meter Reading, Bill Generation and Bill Distribution and other related activities for the specified consumers in the specified areas.

### **5.4. SCOPE OF WORK**

#### **5.4.1. Agency's Scope**

- i). The scope of work for the agency shall include
  1. Updation of already surveyed consumers regarding pole number, DT number, feeder number, address correction, father's name, meter no., mobile no., Process etc.
  2. Billing (Meter Reading, Bill Generation and Bill Distribution and Cheques Collection such that all these activities happen on site at consumer premises using hand held machines as Part of a single continuous process).
  3. Other optional jobs as specified as here-in-under.
- ii) All submission to LESA shall be made available in reports / format as prescribed by LESA.
- iii) All data in any format that is generated / available with agency as a Part of executing the agreement shall be wholly owned by LESA.

The scope shall also include the following:

#### **i) System Security**

1. Adequate security features must be built into the computer systems/ Hand Held Machines hardware and other related systems.
2. Hand Held machines must record the users history to enable tracking the personal, date and time of meter reading, bill generation and bill preparation

#### **ii) Administration**

Agency will provide photo identity card duly counter signed by the E E Hq of LESA to its employees which will be valid for the period mentioned thereon. In case of termination of services of a Particular employee, the identity card issued to him will be taken back and returned to LESA

#### **5.4.1.2 Monthly Activities**

##### **i) Meter Reading, Bill Generation and Bill Distribution**

All consumers with legal or other connections but receiving power from the LESA System must be billed for which the following need to be carried out.

1. All such consumers must be billed using hand held machines based on meter reading where as possible, else on other criteria as specified by LESA with billing data entered into Hand Held Machines on consumer premises, Bill printed given to the consumers as a Part of a single activity.

2. If the access of consumer premises is not possible, then adequate efforts to the satisfaction of LESA must be made to gain access. If access is not possible all such cases must be reported to LESA at the end of each working day in formats and media as specified by LESA.
3. Before beginning the metering and billing cycle, the master database should be updated with the changes/ modification/ addition in current consumer information provided by LESA
4. At the end of each working day the following activities must be completed before beginning the work on the next working day with arrangements made in consultation with LESA. All data reported to LESA should be in formats and media as specified by LESA.
5. All Billing and collection data for the day must be downloaded from the Hand held machines to the existing central computer system, summarized, collected and reported to LESA division wise in printed as well as soft copy.
6. Generation of various prescribed reports by the vendor including any other report desired by concerned EE (Distribution) .
7. The billing software shall be so compatible so as to incorporate the bills in the On Line running system of LESA. Payment will be collected at the various collection centers of LESA.
8. Uploading of billing information on LESA website as well as email to consumer maintenance of consumer/billing history on LESA website.
9. Maintenance of data base with backup.
10. Providing sufficient manpower for Meter reading with MRI and Meter reading with HHI Data punching and bill preparation.
11. Updation in software due to any change in tariff, supply code, additional minor changes etc during the contracted period shall be done by vendor free of cost.
12. Billing agency shall provide complete know how to at least one officer in every distribution division regarding complete software operation/data down loading /bill preparation/posting of payment and reconciliation etc.

**ii) Generation of Monthly Reports**

1. The following output Reports must be submitted to LESA division wise in accordance with the agreed time schedules on the basis of electricity tariffs enforced by the LESA from time to time. The periodicity of these reports shall be intimated by the LESA at the time of system design and may be subsequently changed:
2. Reports on performance of individual meter reader as regard to date and time stamp for taking meter reading, including cases for defective meters / locked/ no access cases, of each consumers for the area assigned to him in that Particular day.
3. Performance of all meter readers deployed by the agencies.
4. Monthly division wise by status of control statistics such as percentage of NA, NR, IDF, ADF and RDF meter status.
5. At the end of each working day, all illegal connections must be reported to LESA to bring them within the preview of billing.
6. All standard reports for billing.

## 5.5. TIME SHEDULES

Job description	Guaranteed time schedule
<b>1.Monthly activities:</b>	
(a) Meter Reading, Bill Generation and Distribution (with HHI & MRI)	To be completed as per monthly billing cycle schedule upto 24 <sup>th</sup> day of every month.
(b) Collection of data for Updation / Correction e.g. Full Address, Father's Name, DT's no, Feeder No etc. of previously surveyed consumers mobile no.	To be completed as per monthly billing cycle schedule.
<b>2.Optional Monthly Activities:</b>	

## 5.6. RULES AND REGULATIONS

- (i) The job shall be carried out as per the rules and regulations and other procedures applicable for different categories of consumers as prevailing in LESA at the point of time which shall be made available to the agency before commencement of work. These regulations may be modified by LESA or UPERC which shall be intimated to the agency from time to time.
- (ii) The agency may suggest the amendments to these rules and Agency shall pay wages to its Meter Readers / Staff through cheques. The above wages must not be less than minimum wages plus other benefits as per the existing labour laws. They will produce above payroll statement as and when required by LESA. The agency will strictly comply with the UPPCL order no.2534-औस-07-26(2) / ए0एस0 / 06 dt-15-11-07 enclosed with this tender document as annexure-1. The meter reader employed by the agency shall be experienced, skilled electricians/ wire man / lineman in electrical trade "A" class valid license in the trade concerned issued by the Director Electrical Safety, U.P.

## 5.7. INSURANCE

The company shall obtain the accident liability insurance for its employees on account of injury, fatal or otherwise due to accidents during service. It shall also indemnify LESA against any claim for such employee(s) or their dependents and /or successors

## 5.8. NOTIFICATION AND ANNOUNCEMENTS

LESA shall complete formalities towards due notifications to consumers and all Parties involved about the transfer of survey, meter reading and bill delivery function and the authority of the agency to act on behalf of LESA, Public announcement including statement regarding the agency's authority to act in the area shall be made by the concerned Executive Engineers of Distribution Division of LESA.

## **5.9. TRANSFER OF EXISTING SYSTEM AND WINDING OF CONTRACT**

The agency will take over the existing Meter Reading, Bill Generation and Bill Distribution System of LESA on terms and conditions as in the agreement.

On termination of agreement, the entire system along with all data, documents, software and related details shall be taken over by LESA and the successful bidder(agency) shall do so without demure or default.

## **5.10. TRANSFER OF METER BOOKS**

All the meter reading details of LESA and other documents if any being exclusive used for meter reading and bill distribution in the area shall stand temporarily transferred by LESA to the agency on the date of taking over. However ownership of these and other data and its medium shall remain with LESA.

## **5.11. SAFETY OF SYSTEM AND DATA**

The agency shall be fully responsible for upkeep, operation, maintenance, security and safety of meter reading details in electronic and / or hard copy and other documents and records transferred to it as well as that subsequently developed by it during the course of its services. These documents record shall be maintained in an update condition at their LUCKNOW office and returned to LESA in good working order on completion of the contract or its termination. Agency shall make well to LESA any loss suffered by it due to default of the agency in this respect. Adequate features of security and safety of database to be provided with provision for identification of the person modifying/deleting entries.

The Agency on completion of each billing cycle hand over the billing master data (a) before updation and (b) after updation (before starting the next billing cycle work) in soft copy (Excel format) to the Executive Engineer OLB

## **5.12. MAINTINENCE OF FACILITIES AND PERSONNEL**

### **(i) FACILITY**

- The agency shall maintain all requisite facilities of its own as required for proper Meter Reading, Bill Generation and Bill Distribution and other works under this bid.
- The agency shall provide and maintain an office at a mutually agreed location in LUCKNOW with staff in adequate number and of adequate competence, which shall remain open at all reasonable hours to receive communications.
- The agency shall also maintain modern communication equipment like telephones facsimile for interaction with LESA, Hand Held computers/laptops/computers, fax machine and meter reading instruments in sufficient numbers shall be provided to cope up with the work smoothly and as per time schedule specified by the LESA.
- The agency shall deploy and maintain their own computers, printers and other equipments as required for generating duplicate bills and collecting payments wherever the online billing is not implemented.

## (ii) PERSONNEL

The company shall maintain supervisory and other personnel for efficient management and improvement in the meter reading and bill distribution system. The minimum acceptable is:

Staff	Description
Office in charge	To have adequate experience and vision to take charge of the entire project and resolves problems do as to evolve a model project.
Manager	Four (one for each distribution circle)
Supervisors	Eighteen (One for each Distribution Division)
Meter reading/Bill processing & bill distribution personal	In adequate number as per the Electricity Distribution Code 2005 issued by UPERC and having wire man / line man / electrician trade class "A" license issued by Director Electrical Safety, U.P.

The personnel shall have experience as mentioned in section 4.3.2. (ii) or as may be modified in the bid.

Person in-charge or an alternate shall be available for communication during all business hours.

*Note:-*

- 1. The personnel shall have experience as mentioned in Section 4 or as may be modified in the bid.***
- 2. Person-in-charge or an alternate shall be available for communication during all business hours at Online billing centers or division offices as advised from time to time.***

### 5.13 AGENCY'S RIGHTS

The agency will be given rights to operate in the Area during the agreement period as an agent of LESA, which shall cease to exist on completion of the said period or on termination of the contract.

The agency's rights in the area will be as agent of LESA for Meter Reading, Bill Generation, Bill Distribution and cheque collection, and other activities mentioned in this bid.

### 5.14 RECORD MAINTENANCE

The agency shall maintain such records, as are required for the purpose of specification of billing and other activities during the currency of the contract in soft copy as well as hard copy.

### 5.15 MONITORING

The agency shall:

- i) Submit to the Employer a Report every day of the progress of the previous day, indicating the quantum of works carried out and the level of improvement achieved and the operational performance of the Meter Reading, Bill Generation and Bill Distribution.

- ii) Facilitate access and availability of all data, documents and systems related to the Meter Reading, Bill Generation and Bill Distribution to LESA.
- iii) Make available its Management at all reasonable times to discuss with concerned officer of LESA, the operation of the Agreement and related matters.

## **5.16 CONTRACT AGREEMENT**

The agency will have to enter in agreement with LESA. For setting out all terms & conditions including those mentioned in this terms sheet for Meter Reading, Bill Generation & Bill Distribution development & elsewhere in the document, operations & maintenance in accordance with the specified norms.

The agreement shall set out specific events of defaulting that will entitle the other Party to terminate the Agreement. The Party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to the remedy the default.

If the agreement is terminated early without giving any reason the terminating Party will pay suitable liquidated damages to be set out in the contract agreement to compensate for loss suffered by the either Party on account of such termination.

The agreement can however, otherwise be terminated by other Party by giving six months notice. These terms shall be included in the agreement.

Agency shall indemnify LESA against any claims, demands, costs and expenses what so ever which may be made against it, because it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and/or a person employed by the agency or their successors or assigns.

## **5.17. FALL BACK ARRANGEMENTS**

Provision shall be made in the agreement that in the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms. LESA shall have the right, at anytime to resort to a fall back arrangements. Under this plan LESA shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient the agency shall pay the difference to LESA failing which LESA shall have right in such circumstances to manage the system itself after taking the charge of the facilities as above or through any other agency as it may deemed fit and no claim of the agency for compensation in this respect shall be entertained.

## **5.18. HANDING OVER ON TERMINATION**

Upon termination of the agreement the company's authority to act in the area shall immediately cease.

## **5.19. ASSIGNMENT**

Neither Party may assign nor transfer any of its rights and obligations under the agreement to any other agency or person without the other Party's consent.

## **5.20. GOVERNING LAWS AND JURISDICTION**

The agreement shall be governed by the Indian law. Only appropriate courts under the jurisdiction of Honorable Allahabad High Court shall have exclusive jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

## **5.21. DISPUTES**

Disputes under the agreement shall be settled by mutual discussions. Failing this, the disputes will be referred to arbitration by Managing Director MVVNL or his nominee.

The arbitration shall be carried out as per Indian Arbitration Act and the arbitration award shall be binding on both the parties. The cost of arbitration shall be borne by the Party initiating the request of arbitration proceedings.

The Parties of the agreement shall continue to fulfill their obligations under the Agreement during arbitration proceedings and no payment shall be withheld on this account, unless it is a subject matter of the dispute.

## **5.22. FORCE MAJURE DEFINITION**

Force Majure means any of the following events or circumstances if such events or circumstances are beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming force Majure and which results in such Party's liability, not with standing its reasonable best efforts, to perform its obligations in whole or in Part in the area of work assigned to it as per the agreement.

- i) Strike lockouts or other industrial dispute or disturbances.
- ii) Act of foreign enemy, war (whether declared, undeclared) revolution, civil commotion, terrorist act, blockage, insurrection or events such as arson disturbance of public order, sabotage, explosion and act of vandalism.
- iii) Lightening, storm, typhoon, flood, torrential rain, tidal wave, earth quake, land slide, epidemic or similar cataclysmic events.
- iv) Any legislation, law, directive, regulation, rule decree, order, restraint or other action (including expropriations or compulsory acquisitions) by a public sector entity or other governments and supra-national, national or local agencies, authorities, department, ministries and officials.

*Note:-*

***Financial inability to perform or changes in market conditions shall not constitute an event of Force Majure.***

## **5.23. EFFECT OF FORCE MAJURE**

In the event either Party is rendered unable by reason of an event of Force Majure in effect after the date thereof to perform wholly or in Part, any obligation imposed upon it, than upon such Party's giving prompt notice the obligations of such Party shall be suspended or excused to the extent affected by such event by Force Majure.

Time for performance of the relative obligations suspended by the Force Majeure shall then be extended by the period of delay which is directly caused by the event of Force Majeure. The Party giving such notice, shall be excused from timely performance of its obligations for so long, as the relevant, event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed, provided the Party affected by the Force Majeure, makes due effort to negate the effect thereof to fulfill its obligations.

#### **5.24. CONDUCT OF AGENCY'S STAFF**

- i) The agency will be responsible for the integrity of the person deployed in the field. The details of persons visiting the consumer's premises should be made available with the concerned EXECUTIVE ENGINEER (Distribution Division) LESA.
- ii) In an event where an employee or any person deputed by the agency is found by LESA to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings under reporting of units consumed, manipulation of the bill amount etc. the agency should lodge a FIR against the employee and compensate the loss of LESA in true term. Action against the employee will be under the relevant section of IPC Acts and as per Electricity Act 2003 and Electricity Amendment Act 2007. The services of the employee may be terminated immediately by the agency. The amount of financial loss will be ascertained by LESA and it will be binding on the agency.
- iii) The contract with the agency may be terminated after giving a notice of two months and the performance security amount will be forfeited. Apart from the performance security amount the agency will also have to pay three times the revenue lost by LESA due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by the LESA and it will be binding on the agency.
- iv) If the agency or their employees in mass will be found involved in irregular illegal activities, the action against the agency (Owner) and their employees will be taken by LESA by lodging FIR under relevant Acts of IPC and Electricity Act 2003 and Electricity Amendment Act 2007. In this case the loss of LESA will be compensated by the agency equivalent to three times of the loss value evaluated by LESA committee of concerning S.E. (DISTRIBUTION CIRCLE) upto Rs. 5 lacs and by M.D. Committee of losses greater than Rs. 5 lacs
- v) If any of the agency's employee shall in the opinion of LESA be guilty of misconduct or incompetence or negligence then if so directed by LESA the company shall at once remove such employees and replace him by a qualified and competent substitute.

#### **5.25. LIEN**

In case of any lien or claim pertaining to the work and responsibility of the agency for which LESA might become liable, it shall have the right to recover such claim/amount from the agency.

#### **5.26. TERMS OF PAYMENTS**

For the services to be rendered by the agency they shall be paid agency fees as follows:

### 5.26.1. MONTHLY ACTIVITIES

- i) Payment per consumer shall be made on the complete activities as per monthly activities undertaken by the agency. No payment shall be made for meters not read on account of non-access or any other reason. However a Report in such cases will be submitted.
- ii) For defective meters reported, payment @ 50% of item i.e. meter reading, shall be made.
- iii) For reporting cases where meter is not installed but application for connection is made & estimated amount deposited by the consumer payment @ 50% of the rate of meter reading shall be made (details & proof of payment to be submitted).
- iv) All stationery costs including those for pre-printing will be borne by the agency.
- v) The firm shall quote only the item wise and/or consumer wise & no fixed charges should be quoted.
- vi) In the event a consumer's complaint that the meter reading for his meter has been recorded incorrectly is established to the satisfaction of LESA. a penalty of Rs. 100/- per incorrect reading shall be debited to the account of the contractor.
- vii) In the event a consumer's complaint that the bill served to him is incorrect due to non-updation of arrears/other master data or any other credible reason even after prior advice from LESA. a penalty of Rs 100/- per incorrect bill shall be debited to the account of the contractor.
- viii) In the event of the delay in completion of monthly activity, an amount equivalent to 1% per day of the rate of the delayed portion of that Particular activity will be deducted from the invoices raised by successful bidder.
- ix) In the event of consumer's complaint that the bill has not been delivered to him is established to the satisfaction of LESA., a penalty of Rs. 100/- per occurrence shall be debited to the account of contractor.
- x) In the event of departmental enquiry or consumer's complaint that the meter reading has been recorded incorrectly is established to the satisfaction of LESA., a penalty of Rs. 100/- per incorrect reading shall be debited to the account of the contractor.
- xi) In the event of departmental enquiry of consumer's complaint that the bill has not been delivered to him is established to the satisfaction of LESA., a penalty of Rs. 100/- per bill shall be debited to the account of contractor.
- xii) Contractor is required to read 100% meter & issue bills to 100% operative billable consumers. However in NA/NR cases where reading could not be taken due to non access to the premises/locked even after visiting two times the consumer premises and in such cases provisional bill on NA/NR basis shall be issued to the consumer from the system along with a notice to the consumer to make available open premises for meter reading. Such notice along with provisional bill shall be delivered/dropped to the consumer for which payment shall be made @50% of OK meter reading charges subject to the condition that percentage of such cases shall not be more than 5% in each category of total operative billable consumers. Provisional bills and notices are to be delivered in all such cases.

The consumer which are disconnected/PD and not using electricity, such consumers should be sorted out for permanent disconnection/stop of billing. A list of such consumers shall have to be submitted to concerned distribution division office in each month with suitable remarks.

- xiii) If on checking it has been established that NA/NR, IDF/ADF/RDF bills (where contractor has claimed for generation and distribution of bill to consumer premises) has been issued to consumer without visiting the consumer premises, a penalty @ 100/- per bill shall be debited to the account of contractor.
- xiv) In the event of consumer's complaint that the bill served to him is incorrect due to non updation of arrears/others Master data or any other credible reason even after prior advice from LESA. and the same is established from the record, a penalty of Rs. 100/- per incorrect bill shall be debited to the account of the contractor.
- xv) In case, it has been established that the operator is involved in malpractices, the operator shall have to be removed from service and FIR against the operator shall be lodged by the contractor, failing which FIR may be lodged against the contractor by LESA.
- xvi) In the event of departmental enquiry or consumer's written complaint that meter reader/operator at cash collection center refused to accept the cheque payment from the consumer for their electricity bill, a penalty of Rs. 100/- per refused cheque shall be debited from the account of the contractor.
- xvii) Wherever provision is there in the meter, the meter readers are required to correctly record the max. demand reading also, failing which a penalty of Rs. 100/- per event shall be debited from the account of the contractor.

### **TERMS OF CONTRACT**

The term shall be initially for a period of one year, extendable/renewable on a year to year basis for such periods as mutually agreeable, subject to the total period not being more than three years.

## **SECTION-6**

### **6.0 OFFER FOR ENGAGEMENT OF AGENCY FOR METER READING, BILL GENERATION, BILL DISTRIBUTION & CHEQUE COLLECTION**

#### **6.1. PART- I QUALIFICATION DETAILS & GUARANTEED PARTICULARS**

To be submitted with all enclosures.

To,

The Chief Engineer, LESA  
4-A Gokhle Marg,  
LUCKNOW

**Subject: Meter reading, bill generation & bill distribution and other related activities mentioned else where in this bid document in EUDC- II, VI, VII, VIII, IX & X of LESA. EUDD- Gomti Nagar, Indira Nagar, Alambagh, Mahanagar, Thakurganj & Bakshi Ka Talab of LESA.**

Dear Sir,

We have perused the bid for engagement of agency for Meter Reading, Bill Generation & Bill Distribution and other related activities mentioned else where in this bid document LESA. We are submitting our proposal with their complete set of enclosures. The details asked for being furnished are as under:

- 1.0. Name & communication details
  - 1.1. Full legal name of the firm
  - 1.2. Registered office address
  - 1.3. Address of Correspondence.
  - 1.4. Telegraphic Address
  - 1.5. Telephone No.
  - 1.6. E-mail
  - 1.7. Facsimile
  - 1.8. Authorized person to be contracted \_\_\_\_\_
  - 1.9. Names & Address of the proprietors/Partners/Directors
- 2.0. Status
  - 2.1. Is the bidder
  - 2.2. Indian resident

- 2.3. Indian Company
- 2.4. Nature/status of firm (Whether sole proprietary / Partnership / Private Ltd. / Public Ltd.)
- 3.0. Organizational capabilities
  - 3.1. Field organization & resources for meter reading, Bill generation & Bill distribution consumer functions necessary for the proposed job.
  - 3.2. Qualification & experience of personnel at different levels.
  - 3.3. Whether ISO-9001 certification for IT enabled services for including billing has been obtained and certificate enclosed .
- 4.0. Financial details for prequalification as per clause 2.6.1 & 4.3.1
  - 4.1. Enclose copies of audited Balance Sheets & Profit & Loss accounts for last three years.
  - 4.2. Share capital at the time of formation.
    - a) Authorized
    - b) Paid-up
  - 4.3. Share capital at Present
    - a) Authorized
    - b) Paid-up
  - 4.4. Cash Flow statement
- 5.0. Experience for prequalification as per clause 2.6.1 & 4.3.1
  - 5.1. Give detailed write up on experience in billing & Database Management, Meter-reading and other type of data collection & Bill distribution of similar job. Enclose copies of satisfactory performance reports/certificates from utilities served with the similar type of work.
    - 5.1.1 Mention size & type of consumer network. Also give the no. of consumers & no. of reading taken & bills distributed per month through hand held machines.
    - 5.1.2 Indicate the no. of consumers of different type, category of premises or consumers such as domestic, non-domestic, Industrial, Agricultural & Others
- 6.0 System proposed

(This should include a brief write-up & plans about the proposed efficient meter reading, Bill Generation & Bill Distribution including meter reading & Bill Distribution).

- 7.0. Methodology to be adopted for attending to individual consumers complaints:
- 8.0. Guaranteed performance: Minimum performance standard expected are as follows: (the bidder may quote better guaranteed performance.)
- 8.1. Maintenance / Updation of database on weekly basis regarding new connections, disconnections & meter replacements.
- 8.2. Frequency of meter reading/Bill Distribution:  
Domestic (monthly or as specified subsequently)
- 8.3. Time to provide meter reading/Billing data in printed & software format to LESA. .... within 24 hrs from the date of meter reading.
- 8.4. Time to attend to meter reading/billing complaints .....within 72 hrs.
- 8.5. Time to handover Softcopy of Billing Master Data of each billing cycle to E.E. (OLB.) ..... within 72 hrs after completion of the billing work of that cycle.
- 8.6.
  - a) Time to prepare update Payment list & list of defaulting consumers ..... within 24 hrs.
- 8.7. Time to submit related reports in the formats in hard copy as well as softcopy within 72 hrs from the date of completion of billing cycle.
- 9.0. Statement of deviation from the bids document.
- 10.0. Enclosed power of attorney/ board resolution in favour of authorized signatory of the bid.
- 11.0. Details of earnest money for Rs.....& enclosed same herewith
- 12.0. Validity: 180 days from the date of opening of bid Part-II
- 13.0. Other Details
- 13.1. Weather offer has been made to any other state/undertaking for similar venture.
- 13.2. If yes, Name & details of the venture
  - Total resources involved
  - Mode of raising finance
  - Current status of venture.

14.0. Any other information bidder may like to highlight.  
We understand that LESA. Reserves the right to invite detailed proposal from any entrepreneur company irrespective of the fact weather the company or entrepreneur has been pre-qualified or not at the sole discretion of the LESA. We also understand that LESA. Reserves the right to reject any or all of the bids without assigning any reason thereof. LESA. Also reserve the right to split the work among more than one agency. We agree to abide by all the conditions governing the bids & decision of the LESA.

Yours faithfully,

Name

(Authorized Signatory )

Seal & Date :

**PART- II:  
FINANCIAL OFFER (IN SEALED COVER)**

To,  
The Chief Engineer, LESA  
4-A Gokhle Marg,  
LUCKNOW

**Subject: Meter reading, bill generation & bill distribution and other related activities mentioned elsewhere in this bid document in EUDC- II, VI, VII, VIII, IX & X of LESA. EUDD- Gomti Nagar, Indira Nagar, Alambagh, Mahanagar, Thakurganj & Bakshi Ka Talab of LESA.**

Dear Sir,

We are submitting our financial offer as follows:

1. **Validity:** 180 days from the date of opening of bid PART-II.
2. **Guaranteed performance:** These are mentioned in Para 8.0 of Part-1 of section 6. Further Disincentives shall be provided for the following as well:
  - i) Payment per consumer will be made based on meters read by the agency. No payment shall be made for meters not read on account on non-access or any other reason. However a report on such cases will be submitted.
  - ii) For defective meters reported, payment @ 50% of item i.e. meter reading shall be made.
  - iii) For reporting cases where meter is not installed but application for connection is made & estimated amount deposited by the consumer, payment @ 50% of the rate of meter reading shall be made.
  - iv) In the event a consumers complaint that the meter reading for his meter has been recorded incorrectly is established to the satisfaction of LESA., a penalty of Rs. 100/- per incorrect reading shall be debited to the account of the contractor.
  - v) In the event a consumer's complaint that a bill served to him is incorrect due to non-updation of arrears/other master data or any other credible reason even after prior advice from LESA., a penalty of Rs. 100/- per incorrect bill shall be debited to the account of the contractor.
  - vi) In the event of delay in completion of the monthly activity or optional jobs (if assigned by LESA.) an amount equivalent to 1% per day of the rate for the delayed portion of that Particular activity will be deducted from the invoices raised by successful bidder.
  - vii) In the event a consumer's complaint that the bill has not been delivered to him is established to the satisfaction of LESA., a penalty of Rs. 100/- per occurrence shall be debited to the account of the contractor.
  - viii) In order to obtain the best bids from the technical & economic consideration, the deciding authority may select a few bidders whose bids have been found to fulfill the norms & conditions & then conduct negotiations with them on the rates & detailed terms & conditions & meter reading & bill distribution. The selections shall

be made on the basis of merit depending upon the capability of the firm & the terms & conditions finally agreed not upon the rates quoted for other jobs alone.

- ix) If any of the agency's employee shall in the opinion of LESA be guilty of misconduct or incompetence or negligence then if so directed by LESA the company shall at once remove such employees and replace him by a qualified and competent substitute.
- x) In an event where an employee or any person deputed by the agency is found by LESA to be involved in pursuing any illegal or unethical activity such as manipulation of meter and meter readings under reporting of units consumed, manipulation of the bill amount etc. the agency should lodge a FIR against the employee and compensate the loss of LESA in true term. Action against the employee will be under the relevant section of IPC Acts and as per Electricity Act 2003 and Electricity Amendment Act 2007. The services of the employee may be terminated immediately by the agency. The amount of financial loss will be ascertained by LESA and it will be binding on the agency.
- xi) If the agency or their employees in mass will be found involved in irregular illegal activities, the action against the agency (Owner) and their employees will be taken by LESA by lodging FIR under relevant Acts of IPC and Electricity Act 2003 and Electricity Amendment Act 2007. In this case the loss of LESA will be compensated by the agency equivalent to three times of the loss value evaluated by LESA committee of concerning S.E. (DISTRIBUTION CIRCLE) upto Rs. 5 lacs and by M.D. Committee of losses greater than Rs. 5 lacs
- xii) The contract with the agency may be terminated after giving a notice of two months and the performance security amount will be forfeited. Apart from the performance security amount the agency will also have to pay three times the revenue lost by LESA due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by the LESA and it will be binding on the agency.
- xiii) All stationery costs including those for pre-printing will be borne by the agency.

### **6.3 COMMERCIAL TERMS AND CONDITIONS (TO BE SUBMITTED WITH PART-I)**

The bidder may indicate his commercial terms and conditions in this place.

Seal and Date:

Name  
(Authorised Signatory)

6.4 Approximate quantity of various works(to be submitted with part –I)

<b>SL. NO.</b>	<b>DESCRIPTION OF WORKS</b>	<b>Approximate QTY for one year</b>	<b>QTY offered by the bidder</b>
1.	One Time Activity( Survey of left over Consumers (maximum 10 % of total billable consumers)		
2	<b>Monthly Activity</b>		
(i)	Meter Reading, Bill Generation and Bill Distribution with Hand Held Machine provided by the Department.		

Seal and Date:

Name  
(Authorised Signatory)

## 6.5

### Price Bid:-

The bidder may submit his offer based on maintenance of the above norms in the following table:

SL. NO.	DESCRIPTION OF WORKS	UNIT	RATES
1.	One Time Activity ( Survey of left over Consumers (maximum 10 % of total billable consumers)		
2	Monthly Activity		
(i)	Meter Reading, Bill Generation and Bill Distribution with Hand Held Machine provided by the Department.		

All statutory taxes and levies will be borne by the bidder except Service Tax which will be reimbursed by LESA on production of vouchers for actual payment thereof.

**Note:**

- i) **The bidder quotes the rate for the work mentioned above in the bill of quantity taking penalties, incentive/disincentive of payment into account.**
- ii) **Optional monthly activities:**  
The rate quoted by bidder shall not be considered / used for computation of tender value.
- iii) **The bidder shall quote only the charges item wise and no fixed charges should be quoted. For this the bidder shall confirm it in bid Part-I.**

Yours Faithfully

Name  
(Authorised Signatory)

Seal and Date:

**FORM OF AGREEMENT**

**(Referred to in clause 3)**

This Agreement made the ..... day of ..... 2016 between ..... (hereinafter referred to as the Contractor) of the one part and the LUCKNOW SUPPLY CO. Limited ..... (hereinafter called he purchaser) of the other part.

Whereas the Purchaser is about to erect and maintain the .....(hereinafter called the WORK) mentioned enumerated or referred to in certain general conditions, specification schedules drawings, from of tender covering letter and schedule of prices which for the purpose of identification have been signed by .....on behalf of .....(the Contractor and .....) the Engineer of the Purchaser on behalf of the Purchaser and all of which are deemed to form part of this contract as through separately set out herein and are included in the expression contract whenever herein used.

AND WHEREAS the purchaser has accepted the tender contractor for the provision and executing of the said work for the sum of ..... upon the terms and subject to the conditions hereinafter mentioned NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows that is to say in consideration of the payments to made to the contracted by the Purchaser as hereinafter mentioned the contractor shall duly provide the plant for the said works and shall do perform all other works and things in the contract mentioned or described or which are implied there from or therein respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the said contract.

**AND**

In consideration of the due provision erection, execution, construction and completion of the said works and the maintenance thereof as aforesaid the Purchaser will pay to the Contractor the said sum of ..... or such other sums as may become payable to the contractor under the provisions of this contract such payment to be made at such time and in such manner as is provided by the contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each:

Signed ..... Signed .....  
(for and on behalf of the Purchaser) by ..... date ..... Contractor  
in the presence of and of ..... and of .....

**FORM OF AGREEMENT  
(Referred into clause 7-A)**

THIS AGREEMENT made the.....day of.....2016 BETWEEN..... son of..... resident of ..... District..... (hereinafter called "Engineer" of the first part and the LUCKNOW SUPPLY CO. Limited India (hereinafter called the corporation the second part and the ..... company firm (hereinafter called the Company) of the third part.

WHEREAS the LESA (hereafter called The Corporation) have selected the Engineer for practical training and the Company/Firm have agreed to give the said practical training to the Engineer on the conditions herein after appearing

**NOW THIS INDENTURE WITNESSES AS FOLLOWS**

1. The engineer binds himself to receive practical training on ..... for a term of at least\*..... with the Company/Firms.
2. The Engineer covenants with the Company/Firms as follows:
  - a. That his passage to ..... and back on completion of his period of training will be paid by the admissible to .....class of Government Servants subject to the conditions specified below.
  - b. That he will during the said terms receive from the on remuneration but the salary he has been receiving before proceeding on deputation and such allowances, if any as the Board may decide.
  - c. That he shall, during the period of deputation with the Company/Firm be under the direct control of the Company/Firm and will abide by all their rules.
  - d. That he shall keep diaries of work done and experience gained by him and will submit them periodically to the chief Engineer of LUCKNOW SUPPLY CO. Ltd. for information.
  - e. That he shall not absent himself without sanction of Company/Firm for any cause whatsoever.
  - f. That in case of disobedience, insubordination, unsatisfactory work or breach of any of the Conditions herein contained the company/firm may for reasons recorded in writing terminate the training of the Engineer with the concurrence of the Board. In case it does so without such concurrence it shall be liable to pay all expenses and charges incurred by the Board subsequent to such termination provided that the Board considers the ground on which the training was terminated to be insufficient. After the grounds have been considered to be insufficient if the Company/Firm refuses to resume the Engineer's training it shall further be liable to pay the passage to the Engineer back to India.
  - g. That he shall not hold the corporation liable for damages or compensation for any injury suffered by him through an accident or by reason of any wrongful act neglect or default of the Company/Firm or its servants or agents or from any other cause with employed as such Engineer.
  - h. That in the event of the period of training being terminated for the reasons specified in clause (f) the Engineer shall forfeit his claim to the return passage which will be granted only on satisfactory completion of the period of training in question.

IN WITNESS WHEREOF the parties here to have hereunto set their hands the day and the year first above written.

Signed By\*

Signed By\*

(Engineer) in the presence of

1\*  
\*\*  
2\*  
\*\*  
3\*  
\*\*

on behalf of the Corporation and the  
Company/Firm in the presence of

1\*  
\*\*  
2\*  
\*\*  
3\*  
\*\*

---

**FORM OF AGREEMENT  
(BEFERRED TO IN CLAUSE -3)**

This Agreement made on the ----- day of -----2016-----Between -----  
----- (hereinafter referred to as the Contractor) of the one part AND the LESA (hereinafter called  
Purchaser) of the other part

WHEREAS the purchaser is about to erect and maintain the -----  
(hereinafter called the works) and for the purpose requires the plants and machinery mentioned  
and specified in certain general conditions, Specifications Schedules, Drawings, form of tender  
covering letter and schedule of price which, for the purpose of identification has been signed by --  
----- on behalf of the Contractor and ----- (the engineer of the  
Purchaser) on behalf of the Purchaser of which are seemed to form part of this contract as  
through separately set out herein and are included in the expression "Contract" whenever herein  
used.

AND WHEREAS the Purchaser has accepted the tender of the Contractor for the supply and  
delivery of the said plant and machinery for the sum of ----- upon the terms  
and subject to the Conditions hereinafter mentioned.

NOW THESE PRESENT WITNESSES and the parties here to hereby agree and declare as  
follows that is to say in consideration of the payment to be made to the Contractor by the  
purchaser as thereafter mentioned the Contractor shall and will fully provide the said plant and  
machinery for the said works on the terms and conditions mentioned in the Contract.

AND in consideration of the due provisions of the said plant and machinery by the Contractor and  
due performance of this part of the contract, the purchaser does hereby for himself his  
successors or assigns covenant with the Contractor that he (the Purchaser) his successor or  
assigns will pay to the contractor the said sum of ----- or such other sum as  
may become payable to the Contractor under the provision of the Contract such payments to be  
made at such time and in such manner as is provided by this contract.

IN WITNESS WHERE OF the Parties here to have signed this Deed here under on the dates  
respectively mentioned a against the signature of each.

Signed  
(for and on behalf of the Purchaser)  
(Date)  
In the presence of  
(Date)  
(Date)

Signed  
(Contractor)  
(Date)  
In the presence of  
(Date)  
(Date)

## PERFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT

(To be used by approved Scheduled Banks)

1. In consideration of the LUCKNOW Electricity Supply Co, Ltd. (hereinafter called LESA) having agreed to exempt ----- (hereinafter called "The Contractors") from the demand the terms and condition of Agreement dated ..... made between ----- and ----- for ----- (hereinafter called the said Agreement) of security deposit for the due fulfillment by the said Contractors of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees-----only) We ----- Bank Ltd. (hereinafter referred as the Bank) do hereby undertake to pay to the Board an Amount not exceeding Rs. ----- against any loss of or damage caused to or suffered or would be caused to or suffered by the Board by reasons of any breach by the said Contractors of any of the terms of conditions contained in the said Agreement.
2. We ----- Bank Ltd. do hereby under take to pay the amount due and payable under this guarantee without any demur merely on demand from the Board stating the amount claims is due by way of use or damage caused to or would be caused to or suffered by the Board by reason of any breach by the said contractor of any of the teems or conditions contained in the said Agreement or by reason of the Contractors failure to perform the said Agreement. Any such, demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----
3. We ----- Bank Ltd. further agree that the guarantee herein contained shall remain in full force, and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Board under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Board or their only authorised officer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractors and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ----- we shall be discharged from all liability under this guarantee there after.
4. We-----Bank Ltd further agree with the Board that the Board shall have the fullest liberty without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to for enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation extension or extensions being granted to the said Contractors or for any forbearance act or commission on the part of the Board or any indulgence by the Board to the said Contractors or by any such matter or thing whatsoever which under the law would but for this provision have effect.
5. We ----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
6. Not withstanding any thing contained above the liability of the guarantor hereunder is restricted to the said sum of Rs.----- and this guarantee shall expire on the -----day----- of-----2016 ----- Unless a claim under the guarantee is filled with the guarantor within six months of such date, all claim shall lapse and the guarantor shall be discharged from the guarantee.

Dated the -----day of -----2016

For ----- Bank Ltd.

**PERFORMA FOR PERFORMANCE BANK GUARANTEE  
LUCKNOW Electricity Supply Co, Ltd.**

THIS DEED OF GUARANTEE made on the -----day of -----2016. by the -----(hereinafter called the Guarantor) of one part IN FAVOUR of the LUCKNOW Electricity Supply Co. Ltd. (hereinafter called the Purchaser) of the other part.

WHEREAS in accordance with the contract agreement dated the -----day of -----2016 (hereinafter called the said Contract) entered into between the Purchaser & Messers ----- a company within the meaning of the Companies Act and having its registered office at ----- (hereinafter called the Contractor) the Contractor agreed to supply to the Purchaser the ----- as provided in the said Contract.

AND WHEREAS the payment terms under the said Contractor provide that in order to take 100% payment of the Contract value the Contractor shall furnish to the Purchaser a Bank Guarantee in the sum of 10% value of each consignment dispatched valid for -----

AND WHEREAS instead of furnishing separate guarantee as after said the Contractor wishes to furnish one guarantee in the sum of 10% value of the Contract valid for ----- and reckoned from the date -----

**NOW THIS DEED WITNESSES AS FOLLOWS**

1. In consideration of the premises the Guarantor hereby undertake that the Contractor shall duly supply the aforesaid material of the correct quantity and strictly in accordance with the said Contract failing which the Guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs. ----- being 10% of the Contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it compel the Guarantor to pay the same or to compel such performance by the Contractor, Provided that where the Guarantor considers the demand of the Purchaser unjustified shall never the less pay the same though under protest to the Purchaser and shall not withhold payment on that account.
3. This guarantee shall come into force from the date hereof and shall remain valid for ----- calendar months from the date of the -----of the last consignment of goods dispatched which date of dispatch according to contract is the ----- day of ----- . If however the period of the contract's for any reason extended thereby extending the valid date, and upon such extension, if the contractor fails to furnish a fresh or renewed Bank Guarantee for the extended period Guarantor shall pay to the Purchaser the said sum of Rs.----- or such lesser sum as the Purchaser may demand.
4. The guarantee herein contained shall not be affected by any change in the Constitution of the Guarantor or of the Contractors.
5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract during the terms of the said Contract and any extension thereof, notice of which modification to the Guarantor is hereby waived.
8. The expression The Purchaser and The Guarantor and The Contractor shall unless there be anything repugnant to the subject or context include their respective successors and assigns.
9. Notwithstanding any thing contained above the liability of the Guarantor hereunder is restricted to the said sum of Rs.----- and this guarantee shall expire on the ----- day of ----- unless claim under the guarantee is filed

within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the Guarantee.

**IN WITNESS HEREOF**

For and on behalf of the Guarantor has signed this deed on the day and year first above written.

Witness :

- 1.
- 2.

Signed by  
For and on behalf of the  
Guarantor

## FORM OF BANK GUARANTEE

(For depositing earnest money in case the amount for deposit exceeds Rs. 5,000)

To ,

LESA  
LUCKNOW

Sir,

WHEREAS, Messer ----- a company incorporated under the Indian Companies Act its registered office at -----son of ----- resident of ----- carrying on business under the firm's name and style of Messer ----- at -----son of ----- resident of -----at partners carrying on business under the firm's name and style of Messer -----at-----which is an unregistered partnership (hereinafter called The Tender) has/have in response to your Tender Notice against specification number----- for -----offered to supply and/or execute the works as contained in the Tender's letter no-----

AND WHEREAS the Tender is required to furnish you a bank guarantee for the sum of Rs.-----as earnest money against the tender's offer as aforesaid.

AND WHEREAS we ----- name of the Bank have at the request of the Tender agree to give you his guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the under signed, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension there of as you and the Tenderer may subsequently agree and if the Tenderer shall, for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid we hereby guarantee to you the payment of the sum of Rs.-----on demand, notwithstanding the existence of any dispute between the LUCKNOW Electricity Supply Co, Ltd, and the Tenderer in this regard and we hereby further agree as follows:

- a. That you may without affecting this guarantee grant time and other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add there to any further conditions as may be mutually agreed upon between you and the Tenderer.
- b. That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That an account settled between you and the Tenderer shall be conclusive evidence against us of the amount due here under and shall not be questioned by us.
- d. That this guarantee commences from the date hereof and shall remain in force till the Tenderer if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or (till four months after the period of validity) or the extended period of validity as the case may be of the tender whichever is earlier.
- e. That the suppressions the Tenderer and The Bank and The LUCKNOW Electricity Supply Co, Ltd. herein used shall unless such inter predation is repugnant to the subject or context, include their respective successors and assigns.

**General Condition of Contract For Supply of Plant and  
the execution of works in connection with Schemes in LESA**

**Form -A**

1. In construing these general conditions and the annexed specification the of following words shall have the meaning here in assigned to them unless there is anything in the subject or context in consistent with such construction.

The "Contractor" shall mean the Tenderer whose tender shall be accepted by the Purchaser and shall include such Tenderer's heirs, legal representatives successors and assigns.

The "Sub Contractor" shall mean the person named in the contract for any part of the work or any person to whom any part of the Contract has been Sublette with the consent in writing of the Engineer and the heirs, legal representatives successors and assigns of such person.

The "Engineer" shall mean the officer placing the order for the work, with the contractor and such Engineer for the purpose of the contract in case of such officer has been so appointed, the purchaser or his duly authorised representative.

"Plant" Equipment" , "Material", "Work" or "Works" shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under the contract.

The "Contract" shall meant the include the general conditions specifications, schedules drawings, Form or Tender, covering Letter Schedule of Prices, or the final General Conditions, Specifications and drawings and the Agreement to be entered into under clause 3 of these general conditions.

"The Specification" shall mean the Specification annexed to these General Conditions and the schedules thereto (if any).

The site shall mean the site of the proposed work as detailed in the Specifications or an other place in Uttar Pradesh where work is to be executed under the Contract.

:"Test on Completion" shall mean such tests as are prescribed by the Specification to be made by the Contractor before the plant is taken over by the purchaser.

"Commercial Use" shall mean that use of work which the contract contemplates or of which it is commercially capable.

"Month" shall mean calendar month.

"Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

Words importing person, shall include Firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice versa where the Context requires.

2. The contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawings, If he shall have any doubt as to the meaning of any portion of these General Condition or of the Specifications, he shall, before signing the Contract, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed.
3. A formal agreement shall if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract.

Further if required by the Purchaser, the contractor shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in case or in any other form approved by the Purchaser. The security deposit shall be refunded to the to the Contractor on the satisfactory completion of tests and the taking over of the plant by the purchaser.

The charge in respect of vetting and execution of the contract document shall be borne by the Contractor. The contractor shall be furnished with an executed stamped counter-part of the Agreement. The import license fee will in each have to be paid by the Contractor. Import license may have to be taken in the Board's name.

After the tender has been accepted by the Purchaser, all order or instructions to the Contractor shall except as in otherwise provided, be given by the Engineer on behalf of the Purchaser.

4. Contractor shall submit in duplicate, to the Engineer for his approval, drawings of the General Arrangement of the works to be carried out and of such detailed drawings, other than shop drawings as may be reasonably necessary.

Within fourteen days of the receipt of such drawings the Engineer shall signify his approval or otherwise of the same, and in the event of his disapproving the drawing the contactor shall submit further drawings for approval.

Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings three sets in ink on tracing cloth or ferrogalic prints mounted on cloth of the drawings as approval shall be supplied to him by the Contractor and be signed by him and by the contractor respectively and thereafter deemed to be the Contractor Drawings.

These drawings when signed shall become the property of the Purchaser and be deposited with the Engineer, and shall not be departed from in any way what so every except by the written permission of the Engineer as herein after provided. During the execution of the works one of the sets of drawings shall be available for reference on the site.

In the event of the contractor desiring to possess a signed set of drawings he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set return the same to the Contractor.

The Contractor if required by the Engineer shall supply in addition copies of any drawings other than shop drawing which may be reasonably required for the purpose of the Contract and may make a reasonable charge of such copies.

The Engineer, or his duly authorised representative, whose name shall have previously been communicated in writing to the Contractor shall have the right at all reasonable times, to inspect at the factory of the Contractor, drawings of any portion of the work.

5. The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omission in the drawings or other particulars supplied by him whether such discrepancies, errors or omission are due to inaccurate information particulars furnished to the Contractor by the Engineer, any alterations in the work necessiated by reason of such inaccurate information or particular shall be paid for by the Purchaser.

If any dimensions figured upon a drawing or a plant differ from those obtained by scaling the drawing or plan, the dimension as figured upon the drawing or plan shall be taken as correct.

6. The Contractor shall not, without the consent, in writing of the Engineer or Purchaser, which shall not be unreasonably withheld assign or sublet his Contract, or any substantial part thereof other than for raw materials for minor details, or for any part of the work of which the makers are named in the Contract, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.
7. In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of letters-patent in respect of any machine plant, work or thing used or supplied by the Contractor under this Contract or in respect of any method of using or working by the Purchaser of such machine plant, work or thing the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand PROVIDED THAT the Purchaser shall notify that Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser if required but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing shall be used by Purchaser for any purpose or in any manner other that for which they have been supplied by the Contractor and specified under this Contract.

The Contractor shall train at his works Engineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period of -----  
----- . A separate agreement for such training shall be signed by the Engineer/Engineers

The Plant shall be manufactured and constructed in the best and most substantial and most workman like manner and with material of the best or of approved qualities for their respective uses.

The Contractor shall be responsible for securely protecting and packing the plant so as to avoid damage under normal conditions of transport.

The cost of delivering the whole of the material F.O.R. at the railway station specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

Except as hereinafter provided that Purchaser shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all works other than transmission lines comprised in the Contract and other for the proper provision of temporary, roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the work for the accommodation and production of foot passenger or other traffic and of the owners and occupiers of adjacent property and of the public.

The Contractor shall at all time provide sufficient fencing, notice boards lights and watchman to protect and warn the public and guard the work of transmission lines and in case the contractor fail to make such provision made by him is considered by the Purchaser to be inadequate the Purchaser may make such provision or further provisions s he may consider necessary and charge the cost thereof to the Contractor.

If during the period of erection of a plant the Contractor or his workman or servant shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause whatsoever to other works (whether in progress or completed) forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servants the Contractor shall make good such damages and imperfection and if he fails to do so within a reasonable time the purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise.

No alterations amendments omission, additions suspensions of variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out such instructions and be bound by the same conditions as far as applicable as through the said variations occurred in the specifications. If any suggested variations would in the Opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirm his instruction the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the schedule of Prices so far as the same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor jointly as far as possible, before such variations are carried out, Provided that the Purchaser shall not become liable for the Payment of any charge in respect of any such variations unless the instruction for the performance of the same shall have been given in writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable proper notice shall be given to the Contractor as will enable him make his arrangement accordingly, and in case where goods or materials have already been prepared or any designs, drawings, patterns have been made or work done that require to be altered, the Engineer shall allow such Compensation in respect thereof as he shall consider reasonable.

Provided that no such variation shall except with the consent in writing of the Contractor, be such as will involve an increase or decrease of total price payable under the Contract by more than 10 percent thereof.

In every case in which the Contractor shall receive instructions from the Engineer for carrying out any work either then or later will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall as soon as reasonably possible after the receipt of such instructions, inform the Engineer of such claim for additional payment.

If the Contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the purchaser may give seven days notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time then and in such case the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part out of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials tools tackles or labour for the purpose of completing the work or any part thereof and in that event the Purchaser shall without being responsible to the Contractor for fair wear and tear of the same have free use of all the materials, tools or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor such part thereof as may be necessary to, to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency the Purchaser may recover it from the contractor in any lawful manner or the Purchaser may sell the said materials tools tackle or other things belonging to the Contractor, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer provided that when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such materials tools, tackle or other things remaining unsold shall be removed by the Contractor.

If the contractor shall die or commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver the executors successors or other representative in law of the estate of the Contractor or any such receiver liquidator or any person in whom, the contract may become vested shall forthwith give notice thereof in writing to the Purchaser and shall for one month which he shall take all reasonable steps to prevent a stoppage of the work have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the Purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work period of the option under this clause shall be fourteen days only Provided that should the above option not be exercised the Contractor may be determined by the Purchaser by notice in writing to the Contractor and the Purchaser may exercise the same power which he could have under the proceeding clause if the work had been taken out of Contractor's hands under that clause.

The Engineer and his duly authorised representatives shall have and testing at all reasonable times the access to the Contractor's premises, and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the plant during its manufacture there and if part of the plant is being manufactured on other premises the contractor shall obtain for the Engineer and for his duly authorised representatives permission to inspect it as the plant was manufactured on the Contractor's own premises.

The Engineer shall on giving seven day's notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part or workmanship connected with such work which in his opinion are not in accordance with the Contract or are in his opinion defective for any reason whatever Provided that if such notice

be not sent to the Contractor within reasonable time after the grounds upon which such notice is based have come to the knowledge of Engineer he shall not be entitled to reject the said plant or workmanship on such grounds Unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.

The Contractor shall, if required give the Engineer notice of any materials being ready for testing and the Engineer or his said representatives if so desires shall on giving twenty four hours previous notice in writing to the Contractor, attend at the Contractor's premises within seven days of the date on which the material is notified as being ready, failing which visit the contractor may proceed with tests which shall be deemed to have been made in the Engineers presence, and he shall forth with forward to the Engineer duly certified copies of ten tests in duplicate.

In all cases where the Contractor provides for tests whether at the premises of the Contractor or of any sub-Contractor the Contractor, except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel water stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the contract and shall give facilities to the Engineer or to his authorised representative to accomplish such testing.

If special tests other than those specified in the contract are required they shall be paid for by the Purchaser as Variations" under clauser 12.

When the tests have been satisfactorily completed at the Contractor's works the Engineer shall issue a certificate to the effect.

In all cases where the contract provide for test on the site the purchaser except where otherwise specified shall provide free of charges, such labour, material, electricity, fuel, water, stores apparatus and instruments as may be required from to time and as may reasonably be demanded efficiently to carry out such test of the plant or workmanship in accordance with contract. In the case of the contractor requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.

No plant shall be forwarded until shipping instruction shall have been given to the Contractor.

Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a period invoice and packing account of all stores delivered or dispatched by him. All packages containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

The suitable access to and possession of the site shall be afforded to the contractor by the purchaser in reasonable time and the purchaser shall have any foundations to be provided by him ready when required by the contractor where a crane is available for free use of the contractor until the plant is taken over.

The work, so far as it is carried out on the Purchaser's premises, shall be carried out at such time as the Purchaser may approve and so as not to inter unnecessarily with the conduct of the Purchaser's business but the purchaser shall give the contractor all reasonable facilities for carrying out the work.

No person other than Contractor sub-contractor and workmen and the contractor's duly authorised agent shall, except with the special permission in writing of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of his work out access to the work shall at all times be accorded to the Engineer and his representative and other authorised officials or representatives of the Purchaser.

The contractor shall permit the execution of work by other contractors or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer, and afforded them every facility for the execution of their several works simultaneously with his own.

The Purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the contract unless otherwise specified.

All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer. If supervision of the erection for complete erection is included in the contract the contractor shall be responsible for the correctness of the positions levels and dimensions of the work according to the drawings, not withstanding that he may have been assisted by the Engineer in setting out the same.

In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of certificate, the Engineer shall if required to do so by the contractor give in writing a decision thereon and his reasons for such decision. If the decision is not accepted by the contractor the matter will, at the request of the Contractor, be referred to arbitration under the provision for arbitration hereinafter contained but subject to this right of reference to arbitration such decision shall be final and binding on the contractor.

If the supervision of erection or complete erection is also included in the contract the contractor shall employ at least one competent representatives and whose name or names shall have previously been communicated in writing to the Engineer by the contractor to superintendent the erection of the plant and the carrying out of the works. The said representative, or if more than one shall be employed then one of such representative shall be present on the site during working hours, and any written orders or instruction which the Engineer or his duly authorised representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who shall in his opinion misconduct himself or be in competent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's expense

The purchaser shall provide suitable living accommodation on the site for the use of contractor's representative unless the contractor exempts him from this liability.

The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 35 or is deemed under that clause to have been taken over Provided always that the contractor shall not be responsible for any such loss, damage depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 35.

Until the plant is taken over is deemed to have been taken over as aforesaid, the contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to person or damage to property resulting from the

negligence, of the Contractor or his workmen or sub-contractors or from defective designs, or work, but not from other cause.

Provided that the contractor shall not be liable for any losses of profit or loss or contract or any other claim made against the Purchaser not already provided for in the contract not for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the contractor has no control or shall his total liability for loss, damage, or injury in this clause exceed the total value of contract.

The contractor will indemnify and save harmless the Purchaser against all actions suits, claims demands costs or expenses arising in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the plant shall have been taken over under clause 35 hereof by persons employed by the contractor or his sub-contractor on the work, whether at common law or under the Workmen's compensation Act, 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.

In the event of any claim being made, or action brought against the Purchaser involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause the Contractor shall be immediately notified thereof and he shall with assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct, all negotiations for the settlement of the same or any litigation that may arise thereof. In such case, the Purchaser shall at the request and expense of the contractor afford all reasonable and available assistance for any such purpose.

The contractor shall insure the Plant and shall keep it insured against loss by theft, destruction or damage by fire, flood under exposure to the weather or through riot, civil commotion war or rebellion for the full value of the plant from the time of delivery of f.o.b. British Port until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of contracts where the contractor, is responsible for complete erection but not in other cases,

If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant inferior in quality to the specified the contractor on receiving details of such defects or deficiency shall, at his own expense, within such time as may be reasonably necessary for making it good proceed to alter reconstruct or remove such work, or supply fresh materials up to the standard of the specification and in case the Contractor shall fail so to do the Purchaser may, on giving the contractor seven days, notice in writing of his intending so to do, proceed to remove the work complained of and at the cost of the contractor perform all such work or supply all such material provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the contract, which he may otherwise have in respect of such defects or deficiencies.

All costs, damages, or expenses which the Purchaser may have paid for which under the contract the contractor is liable, may be deducted by the Purchaser from any money due or which may become due by him to the contractor under the contract, or may be recovered by suit or otherwise from the Contractor.

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with Purchaser.

Subject to any deduction which the Purchaser may be authorised to make under the contract, to any additions of deduction provided for under clause 12 the contractor shall be entitled to payments as follows:

- a. Eighty percent of the f.o.r. contract value of the plant in rupee on receipt by the purchaser of the contractor's invoice giving the number and date of railway receipt covering the dispatch of the plant from Indian Port and of the advice note giving case number and contents together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been dispatched under the said railway receipt and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.
  - b. Ten percent of the f.o.r. contract value of the plant on satisfactory completion of test and taking over of the plant.
  - c. Ten percent of the f.o.r. contract value of the plant at the end of twelve month from the date of taking over.
  - d. For the erection of the plant in proportion of the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the contractor supported by the certificates of the Engineer.
1. If the time at which either of the installments due under sub clauses (b) and (c) of clause (1) hereof become payable there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant then the Purchaser shall be entitled to retain only such part of the installment then due as represents the cost of making good such minor defects and any sum so retained shall subject to the provisions of clause 36 become due upon such minor defects being made good.
  2. If the Purchaser desires that the plant or any portion thereof should not be dispatched by the contractor when it is due for dispatch by the contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the purchaser shall pay to the Contractor at a rate to mutually agreed upon between the parties but not exceeding 5 S (Five shilling per ton per week.) payable quarterly plus interest at one per cent per annum above the current rate of the State Bank of India on 80 percent of the contract value of the plant or portion thereof so stored for the period from the date on which the said Plant or portion become due and is ready for shipment upto the date on which it is actually shipped.

25. A. In the event of the supplier contractor/company/not being able to supply the materials or to carry out works in accordance with the terms of this contract the Government/Purchaser/Owner shall have the right to recover any sums advanced in accordance with the clause 25 from the supplier/contractor/company and from his/its assets.

In any case where the contractor price includes a provisional sum to be provided by the contractor for meeting the expense of extra work or for work to be done or material to be supplied by a sub contractor such sum shall be expended or used, either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the case may be, shall be deducted from the contract price. If the sum used is more than such provision, the contractor shall pay the excess. In the case of materials supplied on work done by a sub contractor the total of the net sums paid to the sub-contractor on account of such materials or work and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used note of the works or articles to which such sum of money refer shall be done or purchased without the written order of the Engineer. The contractor shall allow the Sub Contractor every facility for the supply of materials or execution of their several works simultaneously with his own and shall within fourteen days after the Engineer has requested him in writing so to do pay the dues of such sub-contractors on account of such materials or work, PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such work or articles unless he

shall have previously approved the sub contractor and/or the material or plant to be supplied.

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the schedule of prices, particulars of the work executed and the certificate as to such plant or work as in the reasonable operation of engineer in accordance with the contract shall be issued within fourteen days if possible or for other than the first payment within such time of application for the same as is reasonably necessary for communication with the site.

The Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.

Payment shall be due payable by the Purchaser in accordance with the provisions of clause 25 hereto at the end of the month following that in which invoice for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment at least 8 percent of the total contract value of the plant.

0. No certificate of the engineer on account not any sum paid on account by the parches, no any action of time granted under clause 31 shall effect or prejudice the rights of the Purchaser against the Contractor either under this Agreement or under the law or relieve the Contractors his obligations for the due performance of the Contract, or be interpreted as approval of the work done or of the materials supplied.
1. No certificate of the Engineer shall create liability in the Purchaser to pay for any alterations, amendments, variations or additional work not ordered in writing by the Engineer or absolve the contractor of his liability for the payment of damages whether due ascertained or certified or not of any sum against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the Purchaser under this Agreements or under the law.

The Purchaser shall pay to the Contractor all reasonable expenses incurred by the contractor by reasonable expenses incurred by the contractor by reason of suspension of the works of delay in shipment by order in writing of the Purchaser of the Engineer unless such suspension shall be due to some default on the part of the Contractor or sub-contractor.

The time given to the contractor for dispatch delivery erection of works or completion as the case may be shall be reckoned from the date of receipt by the Contractor or the order, together with all necessary information and drawings to enable in work to be put in hand.

In all cases in which progress shall be delayed by strike, fire, accident, defective, materials delay in approval of drawing or cause whatsoever beyond the reasonable control of the contractor and whether such delay or implement shall occur before or after the time or extended time for dispatch erection or completion, a reasonable, extension of time shall be granted.

If the contractor shall fail in the due performance of his contract within the time fixed by the contract or any extension thereof the contractor agrees to accept a reduction of the contract price by 1/2 (half) completion percent per week reckoned on the contract value of such portion only of the plant as can not in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 (ten) percent of the contract value of such portion of the plant.

Whenever possible all tests shall be carried out before shipment test on should however, it be necessary for the final tests as to performance and completion guarantees to be held over unit plant is erected at site they shall be carried out in the presence of the contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified the tests shall if required be repeated within one month from the date the plant is ready for retest and the contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.

If the completed plant or any portion thereof, before it is taken over under clause 35 be found to be defective or fail to fulfill the requirements of the contract the Engineer shall give the contractor notice setting fourth particulars of such defects or failure, and the contractor shall forth with make the defect good, or alter the same to make it comply, with the requirements of contract. If the Contractor fail to do so with a reasonable time, the Purchaser may reject and replace at the cost of the contractor the whole or any portion of the plant as the case may be which is defective or fails to fulfill the requirements of the contract such replacement shall be carried out by the Purchaser within a reasonable time and at a reasonable price and where reasonable possible to the same specification and under competitive conditions. In case of such replacement by the Purchaser the Contractor shall be liable to pay to the Purchaser extra cost if any of such replacement delivered and or erected as provided for the original contract, such extra cost being the ascertained difference between the price paid by the Purchaser under this provisions above mentioned for such replacement and the contract price for the plant so replaced, and also to repay any sum paid by the Purchaser to the contractor in respect of such defective plant. If the Purchaser does not so replace the rejected plant within a time, the contractor shall be liable only to the Purchaser all money paid by the Purchaser to him in respect of such plant.

In the event of such rejection the Purchaser shall be entitled to the use of the plant in reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the contractor shall be entitled to an reasonable sum as payment for such use.

Where the specification calls for performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactory put into operation on site or within one month of its being ready to be put into operation whichever shall be the earlier and the Engineer shall forthwith issue a taking over certificate.

In the event of final or any outstanding tests being held over until the plant is erected such taking over certificate shall be issued subject to the results of such final or outstanding test shall be carried out in accordance with clause 33.

When the specification calls for tests on site the plant shall be taken over and the Taking over Certificate issued immediately after such tests have been satisfactorily carried out.

If for any reason other than the default of the Contractor such test mentioned test on site shall not be carried out within one month of notice by the contractor to the Purchaser of the Plant being ready for test the plant shall be deemed to have been taken over as on the last day of the such period and payments due to the contractor shall if called upon so to do by the Purchaser, but at the Purchaser's expenses, make the said tests during the maintenance period and accept as aforesaid under the same obligations as specified in clause 33.

The Engineer shall not delay the issue of any taking over certificate contemplated by this clause on account of minor deficiencies of material of defects in the plant which do not materially affect the commercial use thereof provided that the contractor shall undertake to make good the same in due course.

For a period of 12 calendar months commencing from the date on which the plant is taken over is deemed to have been taken over under clause 25 (called the maintenance period) the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his sub contractors approved in the clause 6 under the conditions provided for by the contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant are promptly returned to the contractor's works at the expenses of the contractor unless otherwise arranged. If it becomes necessary for the contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later. If any defects be not remedied within reasonable time the Purchaser may proceed to do the work at the contractor's risk and expense but without prejudice to other rights which the Purchaser may have against the Contractor in respect of such defects. The repaired or new parts will be delivered in accordance with clause 10. The contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of the maintenance period the Contractor's liability shall cease in respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the contractor by the original supplier or manufacturer of such goods.

The purchaser shall throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consent, way leaves approvals and permission required in connection with the regulations and by laws of any local or other authority which shall be applicable to the works.

All work shall be executed in accordance with the Indian Electricity Rules 1956 and any statutory modification thereof, wherever are applicable under otherwise agreed to in writing by the Engineer.

If any dispute difference or controversy shall at any time arise between the contractor on the one hand and the UP Electricity Board and the Engineer of the Contract on the other had contract or as the true construction, meaning and intent of any part or condition of the same, or as to manner of execution or as to the quality or description of or payment for the same or as to the true intent, meaning interpretation, construction or effect of the clause of the contract specification or drawings or any of them or as to any thing to be done committed or suffered in pursuance of the contract or specification or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensating for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question difference or dispute shall be referred for adjudication to the chairman UP Electricity Board or any other person nominated by him on this behalf and his decision in writing shall be final binding and conclusive. This mission shall be deemed to be a submission to arbitration modification thereof. The arbitration may from time to time with consent of the parties enlarge the time for making and publishing the award.

Upon every or any such reference the costs of an incidental to the reference and award respectively shall be at the discretion of the arbitrator who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom and to whom in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, continue, during the arbitration proceedings and no payment due or payable by the Board shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee chairman UP State Electricity Board may nominate another person in his place.

A. Any action taken or proceedings initiated on any of the terms of this agreements shall be only in the court of competent Jurisdiction under the High court of Judicature at Allahabad.

Work under the Contract shall if reasonable possible, continue during the Arbitration proceeding and no payment due or payable by the Purchaser shall be withheld on account of such proceedings.

The contract shall in all respects be constructed and operated as a construction contract as defined in the Indian Contract Act 1972, and all the payments of contract there under shall be made in the rupees unless otherwise specified.

The marginal notes to any clause of this contract shall not affect Marginal or control the construction of such clause.