



ELECTRCITY URBAN
DISTRIBUTION CIRCLE-VII, LESA

**33/11 KV S/S BANGLA BAZAR,
LUCKNOW**

**E-TENDER SPECIFICATION
NO. 13/EUDC-VII/LESA/2017-18**

**E-TENDER FROM
COST OF E-TENDERING DOCUMENTS
FOR Rs. 550.00 ONLY
Earnest Money Rs. 5500.00 Only
Due on-04.07.2017**

**TOTAL TENDER VALUE APPROX.
Rs. 06.00 Lacs (Service Tax Extra),
(ESIC Extra, if legally applicable)**

मध्यांचल विद्युत वितरण निगम लि०, लेसा, लखनऊ ।

ई-निविदा सूचना

विद्युत नगरीय वितरण मण्डल-सप्तम, लेसा, लखनऊ के अन्तर्गत निम्न कार्य को कराने हेतु प्रतिष्ठित एवं अनुभवी ठेकेदारों/आपूर्तिकर्ताओं से दो भागों में अलग-अलग निविदाएं ई-टेण्डरिंग के माध्यम से आमंत्रित की जाती है। निविदा प्रपत्र उ०प्र० सरकार की वेबसाइट <https://etender.up.nic.in> एवं म०वि०वि०नि०लि० की वेबसाइट www.mvvn.in पर डाउनलोड/देखे जा सकते हैं। निविदा के प्रथम भाग में (1) विद्युत सुरक्षा निदेशालय से प्राप्त "ए" श्रेणी का प्रमाण पत्र (2) श्रम विभाग द्वारा वाह्य सेवादाता प्रदाता के रूप में पंजीयन प्रमाण पत्र (3) सेवाकर पंजीकरण सम्बन्धी प्रमाण-पत्र (4) आयकर प्रमाण-पत्र (5) टिन नं० की छायाप्रति (6) सम्बन्धित कार्य हेतु नवीनतम अनुभव प्रपत्र (7) धरोहर धनराशि एफ.डी.आर./सी.डी.आर./टी०डी०आर० जो अधिशासी अभियन्ता, विद्युत नगरीय वितरण खण्ड-आलमबाग, लेसा, लखनऊ के पक्ष में देय होगी (8) तीन वर्षों का वार्षिक टर्न ओवर रू० 20 लाख से अधिक (9) नवीनतम चरित्र प्रमाण पत्र की छायाप्रति (10) हैसियत प्रमाण-पत्र की छायाप्रति (11) कर्मचारी भविष्य निधि में पंजीकरण (12) पिछले एक वर्ष की ई०पी०एफ० जमा छायाप्रतियाँ। ऐसे निविदादाता जिन्हें असन्तोषजनक कार्य/ब्लैक लिस्टिंग हेतु नोटिस जारी हो चुके हैं अथवा म०वि०वि०नि०लि० या किसी अन्य डिस्काम की किसी भी अथारिटी द्वारा ब्लैक लिस्ट/डिबार हो चुके हैं, वो इस निविदा में भाग नहीं ले सकेंगे। इसके अतिरिक्त निविदा के अन्य नियम एवं शर्तें निविदा प्रपत्र में अंकित हैं। निविदा के द्वितीय भाग में मूल्य/दरें निविदादाता द्वारा उ०प्र० सरकार की वेबसाइट <https://etender.up.nic.in> पर निविदा खुलने की तिथि के एक दिन पूर्व 17:00 बजे तक अपलोड की जाएगी जो निविदा खुलने की तिथि को 12:00 बजे निविदादाताओं अथवा उसके अधिकृत प्रतिनिधि के समक्ष अधोहस्ताक्षरी अथवा उनके नामित प्रतिनिधि के द्वारा खोली जायेगी। निविदा खुलने की तिथि पर सार्वजनिक अवकाश होने की दशा में निविदा अगले कार्य दिवस पर खोली जायेगी। ई-निविदा के प्रथम भाग में मूल रूप से धरोहर राशि एवं निविदा प्रपत्र मूल्य का बैंक ड्राफ्ट जो (अधिशासी अभियन्ता, वि०न०वि०ख०-आलमबाग, लेसा, लखनऊ के पक्ष में हो) तकनीकी एवं अन्य शर्तों के साथ मूल प्रति दो हार्ड कापी एवं एक साफ्ट कापी में अधोहस्ताक्षरी कार्यालय में निविदा खुलने की तिथि के एक दिन पूर्व 17:00 बजे तक जमा करना होगा अन्यथा कि स्थिति में ऐसी निविदाओं के प्रथम एवं द्वितीय भाग नहीं खोले जाएंगे। सभी निविदाओं के प्रथम भाग के मूल्यांकन के बाद उपयुक्त पाए गए निविदाओं के द्वितीय भाग खोले जाएंगे जिसकी सूचना पत्र द्वारा/ई-मेल द्वारा अथवा अन्य माध्यम से दी जाएगी। निविदा प्रपत्र का मूल्य निविदा के सम्मुख अंकित है। निविदा नोटिस म०वि०वि०नि०लि०, लखनऊ की वेबसाइट www.mvvn.in से प्राप्त/डाउनलोड की जा सकती है। अधोहस्ताक्षरी को बिना कारण बताये एक या सभी निविदा को निरस्त करने/विभिन्न फर्मों के मध्य विभक्त करने/संशोधन करने का अधिकार सुरक्षित होगा, निविदा का विवरण निम्नवत् है :-

क्र. सं.	निविदा संख्या	कार्य का नाम	निविदा प्रपत्र का मूल्य (रू०)	धरोहर धनराशि (रू०)	खुलने की तिथि
1	13/विनविम-सप्तम/लेसा/2017-18	33/11 के०वी० विद्युत उपकेन्द्र बंगला बाजार हेतु उपकेन्द्र परिचालकों (आई०टी०आई० होल्डर) की आपूर्ति।	550.00 कर सहित (अप्रतिदेय)	5500.00	04.07.2017

अधीक्षक अभियन्ता
वि०न०वि०मं०-सप्तम, लेसा

"राष्ट्र हित में बिजली बचाएं, बल्ब की जगह एल०ई०डी० जलाएं"

OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY URBAN DISTRIBUTION CIRCLE-VII
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED
LESA, LUCKNOW

E-TENDER SPECIFICATIONS / DOCUMENTS

- | | | |
|----|---|--|
| 1. | Tender No. | : 13/EUDC-VII/LESA/2017-18 |
| 2. | Due date of opening. | : 04.07.2017 |
| 3. | Last date of purchase of tender documents / specifications. | : 03.07.2017 |
| 4. | Price of Tender Specifications. | : Rs. 550.00 |
| 5. | Description of Work /Supply. | Providing Sub-Station Operator (ITI Holder) at 33/11 KV Sub-Station Bangla Bazar carrying misc. maintenance work on 33KV/11KV/LT Lines under E.E., EUDD-Kanpur Road, LESA Lucknow. |

The details of aforesaid Tender can be had in following enclosed Annexure- I to IX.

1. Tender Form (Annexure- I)
2. Tender Proforma (Annexure- II)
3. Delivery Schedule (Annexure-III)
4. Proforma of Deviations (Annexure – IV)
5. General Instructions to Tenderers (Annexure-V)
6. Bill of Quantity/Price Schedule (Annexure-VI)
7. Special Terms and Conditions (Annexure-VII)
8. Scope of Work (Annexure-VIII)
9. Specimen of Pre-bid Consortium/Joint Venture Agreement (Annexure-IX)
10. General Terms and Conditions of Work Form- A

Encloser: As above

Superintending Engineer (E.U.D.C-VII)

E-TENDER FORM

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

Tender Specification. No. 13/EUDC-VII/LESA/2017-18

From:

To: The Superintending Engineer,
Electricity Urban Distribution Circle-VII,
33/11 K.V. Substation, Bangla Bazar
LESA, Lucknow.

SUB:- TENDER FOR _____

Sir,

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

1. A sum of Rs. _____ as Earnest money in form of TDR/FDR/CDR of _____ is pledged to you. Full value of this shall be retained by UPPCL against the security Deposit Specified in the clause of the said conditions of contract.
2. I/We agree clauses to bind myself/our self that in the event the supply/work being awarded to me and if I/We us /fail to execute the same my/our earnest money will stand forfeited.
3. I/We agree to abide by this Tender for a period of _____ days for finalization and further for a period of _____ days for execution of supply/work in accordance with the conditions of contract.
4. I/We have been and full understood the work being tendered I/We have previous experience of doing similar work. Details of the same are enclosed in proof of my/our statement.
5. I/We also agree to execute the supply with in _____ days from the date of contract is awarded to me/us or am/ are authorized by you in writing for taking –up the same formal execution of contract.
6. In case of any dispute I/We agree to abide by the decision of the Chief Engineer (Distribution), MVVNL, Lucknow which shall be final and binding on me/us.

Yours faithfully,

Date:

Place:

Signature of the Tenderer with Seal

E-TENDER PROFORM A

(To be filled & submitted by the Tenderer in E-TENDER Bid Part –I)

IMPORTANT INSTRUCTIONS TO THE TENDERERS

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

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

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

15	What is the validity period of your Tender?	
16	What is the completion / delivery period, pl. state if the completion is guaranteed under penalty ?	
17	Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you ?	
18	Do you agree to furnish security deposit, if order is placed with you (Answer Yes / No) ?	
19	Give Details of License issued by Electricity Safety Directorate	
20	Pl. enclose the certified copy of the latest income tax clearance certificate/Income Tax return.	
21	Whether all the schedule & documents required have been submitted or not?	
22	What is your PAN No.	
23	What is your TIN No.	
24	What is your SERVICE TAX Reg. No.	
25	What is your Turn Over in Three year?	
26	What is your Bank A/c No. & Name of Bank.	
TECHNICAL SPACIFICATIONS / PRICES :		
27	Is the work/item offered is according to the specifications of the tendering authority.	
28	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement.	
29	If the quoted rate are inclusive of any taxes / duties / other charges, give details of such taxes / duties / other charges, included & at the rate(s)	
30	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicating the amount in Rs. Against each per unit basis.	

Date:**Signature of the Tenderer with Co. seal.****Place :**

(To be filled & submitted by the Tenderer in E-TENDER Bid Part –I)

DELIVERY SCHEDULE
SCHEDULE OF COMPLETION OF WORK AGAINST TENDER
NO.13/EUDC-VII/LESA/2017-18 DUE FOR OPENING ON- 04.07.2017

Sl.No.	Particulars of material	Quoted quantity	Completion period		
			Commencement	Rate per month	Completion

Date:

Place:

Signature of the Tenderer with Co. Seal

ANNEXURE-IV

(To be filled & submitted by the Tenderer in E-TENDER Bid Part –I)

DEVIATIONS FROM TERMS AND CONDITIONS OF TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST E-TENDER NO. 13/EUDC-VII/LESA/ 2017-18 FOR OPENING ON. 04.07.2017 AT. 12:00 HRS.

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

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

Signature of contractor with seal

Date

Place:

Address:

E-TENDER NO. 13/E.U.D.C.-VII/LESA/2017-18
GENERAL INSTRUCTIONS TO TENDERERS

(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

1.00 GENERAL INSTRUCTIONS:

1.01 Tenderers (i.e. propriory firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm and Joint venture/consortium etc.) are requested to go through the instructions carefully & furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tender shall be received in two parts, each part shall be in separate covers as under:

(a) Tender Bid Part-I:

The sealed cover of this part of the bid shall be superscripted as "Tender Bid Part-I against Tender specification no. **13/EUDC-VII/LESA/2017-18** Due date of opening **04.07.2017**

It Shall contain followings :

- (i) Tender cost of Rs. 550.00/- in the shape of DD/Bankers Cheque/Pay Order issued by any Nationalised Bank duly pledged in favour of Executive Engineer, EUDD-Alambagh, LESA, Lucknow.**
- (ii) Earnest money of Rs. 5500.00 in the shape of FDR/CDR/TDR issued by any Nationalised Bank duly pledged in favour of Executive Engineer, EUDD-Alambagh, LESA, Lucknow.**
- (iii) Copy latest Income Tax Return/Clearance Certificate.**
- (iv) Copy of TIN Registration with Trade Tax Department.**
- (v) Copy of class 'A' Contractor Certificate from Director of Electrical Safety, U.P. for the year 2017-18 or proof of renewal applied for 2017-18.**
- (vi) Copy of Service Tax Registration with Department of Central Customs and Excise.**
- (vii) Copy of Registration with Labour Commissioner Organization U.P., Section 12(1) Act-1970 valid for the year 2016-17 or proof of renewal applied for 2017-18.**
- (viii) Copy of Registration with the EPF Commissioner.**
- (ix) Copy of EPF deposit receipt of last one year.**
- (x) Copy of latest character certificate of Person who is the Head of the firm issued by competent District Authority.**
- (xi) Copy of latest Solvency Certificate.**
- (xii) In case of Joint Venture/consortium firm, they should submit an Agreement between firms (as per specimen) on Rs 100.00 stamp paper.**
- (xiii) Annual Turn Over of the contractor for last three year should be Rs 20.00 Lakh or more per year. Copy of such statements duly certified by Chartered Accountant be enclosed. The relevant records should be self attested with company seal.**

(xiv) Experience:

Contractor must have executed the work of supply of skilled/unskilled labours (for working on electrical lines and Sub-Stations) successfully in the recent past. Contractor will enclose following documents necessarily :

- (a) Copies of latest agreement(s) executed in 2015 & 2016 or 2017 for supply of 20 or more labours in any Division/Circle/Zone of UPPCL or this Circle.**
- (b) List(s) of employees provided under above agreement (s) in proforma given below.**

Name of 33/11 KV S/S. Agreement No.

Sl.No.	Name of Contract Labour	Skilled Labour/ Unskilled Labour	Labour ID Card No.	EPF UAN No.	Mobile No.

(c) Proof of depositing all EPF contributions against above list(s) & tender(s).

(d) Photocopies of following :

- Labour I.D. Card issued by (उ०प्र० भवन एवं अन्य सन्निर्माण कर्मकार कल्याण बोर्ड (उ०प्र० ग्रासन की निगमित संस्था) of each labour of above list(s).
- Photocopies of **UTR No.** will be submitted for varification of payment through **RTGS/NEFT.**

or

Copy of **Bank Statement of Contractor's** account from which payment to labour has been made.

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- (e) **If firm is already supplying labour to this Sub-station, Than it has to submit full details/ documents (i.e. a to d) of this sub-station only. If latest and complete details are not given, than its part-II shall not be opened.**

Tender Bid Part- II : It shall contain Price Bid only :

This part of the bid shall be superscripted as "Tender Bid Part-II" against Tender specification No. **13/EUDC-VII/LESA/2017-18**

Important Note : Tender Bid Part-II of only those firms shall be opened which comply by furnishing of desired documents of Part-I of the Bid. i.e. part-II of those firms which fail to submit the above records (i) to (xiv) shall not be considered and hence shall not be opened.

- 1.02 In case of any inconsistency with the provisions of **Form 'A'**, the provisions under special conditions of the tender will prevail.
- 1.03 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.
- 1.04 Any portion of terms & conditions as laid down in the condition of the contract, **Form 'A'** enclosed along with nature of work etc. which is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form 'A' to facilitate finalization of the contract. In case, they are unable to do so, should state any particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.
- 1.05 The tendering authority does not suggest /pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non acceptance or selection.
- 1.06 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.07 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenderers to the MVVNL/ Corporation at least for one year.
- 1.08 Any approach etc., officially or otherwise on the part of the tenderer or his representative shall tender his offer liable to be summarily rejected.
- 1.09 The price of tender specification will not be refunded under any circumstance whatsoever.
- 1.10 In case of ambiguous or self contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the MVVNL/Corporation shall be taken without any reference to accept the deviations or not.
- 1.11 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 1.12 No payment will be made by the Letter of Credit.
- 1.13 Tender Bid Part-I (Earnest Money) should contain in the shape FDR/CDR/TDR issued by Nationalized/ scheduled commercial bank only.
- 2.00 **Tender Bid Part-I (Earnest Money) should contain the following:**
- 2.01 The part one of the tender bid shall contain the Earnest Money & documents with respect to prequalification of tenderer.
- 2.02 In case part quantity offered, Earnest Money deposit shall be reduced proportionately.
- 2.03 Tenderers are required to furnish Earnest Money amount in the form of TDR/FDR/CDR of any Nationalised/Scheduled Commercial Bank duly pledged in favour of Executive Engineer, E.U.D.D., Alambagh, LESA Lucknow. This should be submitted along with the tender bid Part-I. Tender will not be considered without Earnest Money.
- 2.04 The Earnest Money deposited by the tenderer will be refunded after finalization of tender, in the event of his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit specified under and shall be released only on satisfactory completion of work.

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- 3.00 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.
- 3.01 All the tenderers must furnish a list of agreements executed by them during past years.
- 3.02 All the tenderers must submit past performance reports of any of such type of works carried out by them.
- 3.03 The tendered quantity of Work may vary ($\pm$)20% .
- 4.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm for 365 days from the date of opening of the tender & are not subject to variation on any account.
- 4.01 **COMPLETION PERIOD:** Period for the execution of work is 12 months From the date of agreement/order.
- 5.00 **SECURITY:**
- (i) 10% of contracted amount shall be deposited by contractor in form of **FDR/CDR/TDR/SDR** of Nationalised Banks (valid for six month) to concerned Executive Engineer.
- or**
- (ii) 10% amount shall be deducted from running bills, which shall be refunded after successful completion of work.
- 5.01 Copy of valid current income tax clearance certificate/Return be also submitted.
- 5.02 Any other information, which may be considered necessary by the tenderer but not Covered in the specification be also submitted.
- 6.00 **PRICES:**
- 6.01 The tenderers are to quote prices in the enclosed Price Schedule item wise (Proforma enclosed) duly typed both in words as well as in figures or neatly written.
- 6.02 The quoted prices shall be firm & firm in all respect through out period of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.
- 6.03 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.
- 6.04 Any other charges/duties/taxes/levies etc. should be specifically mentioned separately in the price schedule.
- 7.00 **SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM 'A' & SPECIAL CONDITIONS:**
- The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.
- 8.00 **PAYMENT: To the Contractor.**
- {A}
- (i) For every month of the "period of agreement " the contractor shall make payments to skilled/unskilled labour, deposit monthly EPF & Insurance etc. at his own.
- (ii) There after Contractor shall submit running bill, stating each & every expenditure he has made along with documentary proof.
- (iii) After examination & scrutiny of bills and other documents submitted by contractor, The Executive Engineer shall make payments subject to the availability of fund.
- (iv) This process shall continue for entire agreement period.
- (v) Advance payment shall not be made to the contractor.
- {B}
- PAYMENT: To the Labour**
- (i) Payment to the Skilled/Unskilled Labour shall be made by the contractor by RTGS/NEFT latest by 15th day of every month.
- 9.00 **DISPUTE:**
- For any dispute arising out of this tender in between the tendering authority and the contractor. The Chief Engineer, Distribution LESA Zone Lucknow will decide the dispute and his decision will be binding on both the parties.

Price Schedue/Bill of Quantity**E-TENDER NO. 13/E.U.D.C.-VII/LESA/2017-18 DUE ON.- 04.07.2017**

Description of Work: Providing Sub-Station Operator (ITI Holder) at 33/11 KV Sub-Stations Bangla Bazar for carrying misc. maintenance work under E.E., EUDD-Kanpur Road, LESA, Lucknow.

Sl. No.	Skilled Labour	Amount (Rs.)
	Description	
1	Minimum monthly wages for Sub-Station Operator	7085.00
2	Monthly variable DA applicable w.e.f. 01-04-2017 to 30-09-2017	2033.66
3	Sub-Total (1+2)	9118.66
4	EPF Contribution	
5	Employer EPF share @12% of (Basic + D.A.)	1094.23
6	Admn. Charges 0.85% of (Basic + D.A.)	77.50
7	Employees - Linked Insurance scheme (i) 0.5% of (Basic+D.A.)	45.59
8	Employees-Linked Insurance scheme (i) Admn. Charges 0.01 of (Basic+D.A.)	0.91
9	Sub-Total (5+6+7+8)	1218.23
10	Insurance under WC Act 1923 (Approx.)	235.63
11	Total monthly liability to be borne by the contractor (3+9+10)	10572.52
12	Amount to be paid by RTGS/NEFT to Sub-Station Operator on DA Rs. 2033.66 by contractor after deducting employees share of EPF (12%). Sub-Total 9118.66 EPF@12% (-) 1094.23 Net Payment 8024.43	8024.43
13	Contractor Charges	
14	Total monthly Amount to be paid to contractor per skilled labour (11+13)	
15	No. of Sub-Station Operator	04
16	No. of Months	12
17	Total (14x15x16) (Rs.)	

Date :**Signature & Seal of the Firm**

E-TENDER NO. 13/E.U.D.C-VII/LESA/2017-18

Due on. 04.07.2017

SPECIAL TERMS AND CONDITIONS

- 1-** The Contractor who is willing to take part in supply of skilled and unskilled labour for work on 33/11/L.T. Sub-Stations and Lines should full fill following-
- (i) Registered 'A' class contractor with Director, Electrical Safety, U.P. Government Lucknow.
 - (ii) Registered with the office of Labour commissioner, Govt. of U.P.
 - (iii) Should have registration of desired nos./of skilled and unskilled labour with labour commissioner.
 - (iv) The contractor will get Group Insurance of all labours for Rs. 5.00 lacs each. Expenditure towards Group Insurance will be reimbursed at actual against proof of payment.
 - (v) Should be registered with the employee provident fund commissioner.
 - (vi) Contractor should be registered for Service Tax with "Central Customs and Excise Department".
 - (vii) Mentioned numbers of skilled/unskilled labour shall be required in shift duty daily for the month, as the case may be.
 - (viii) If any labour does not report on duty due to leave, holidays or any other reason, contractor shall provide another as per instructions of JE's or higher authorities.
 - (ix) For all absentees, deductions shall be made on pro rata basis.
 - (x) Payment of the month to all skilled/unskilled labour shall be made by the contractor up to 15th days of the next month by RTGS/NEFT.
 - (xi) All deductions made on part of labour/EPF/insurance/Service Tax etc. should be paid to the respective authority in the payment month.
 - (xii) Penalty for delay in completion of work shall be levied @ $\frac{1}{2}$ % per week upto maximum of 10% value of incomplete portion of work.
 - (xiii) Service Tax & ESIC will be paid extra, as legally applicable.
 - (xiv) Labour provided by contractor should have Character Certificate issue by competent authority.
 - (xv) Labour provided by contractor should be well behaved and well trained to execute the work assigned to him by JE/SDO.
 - (xvi) If work/behavior of any skilled/unskilled is not found up to the mark and satisfaction of JE/SDO/EE contractor shall replace him within 24 hrs. so that work is not affected.
 - (xvii) Contractor shall provide all safety equipments to the labour as specified by Director Electrical Safety i.e. Hand Gloves, Pliers, Safety Belt, Helmets, Earth chains etc.
 - (xviii) Safety and security of skilled/unskilled labour shall be the sole responsibility of contractor or any damage/loss of life due to accident contractor should get all the labour properly insured for the sum mention in (IV) Department shall not be responsible in any way or any matter.
 - (xix) In case any treatment of labour is required after any incident/accident it shall be the responsibility of contractor to get the labour treated in Govt. Hospitals/private Hospitals as the case may be.
 - (xx) Expenses of such treatment shall be borne by the contractor. Contractor can lodge claim with insurance companies as per provisions of rules of Insurance Company etc.
 - (xxi) Even after intimation if contractor fails to comply with above instructions or does not take care immediately after accident, labour will be treated collectively, but Executive Engineer will issue a notice to the contractor, ask explanation and report to S.E. for further action which can lead to agreement termination and black listing.
 - (xxii) In case of accident of skilled & Unskilled Labours (through outsourcing) Contracting Engineer will provide Rs. 5.00 Lacs (Rs. Five Lacs) to the family of the Labour as ex-gratia amount for immediate help. The amount of Rs. 5.00 Lacs will be recovered from Group Insurance of Labour engaged within 120 days which will be provided by the contractor to the concerned Executive Engineer. In case of default of Rs. 5.00 Lacs will be recovered from the bills of the contractor.

- 2- Quantity & tender value may vary $\pm 20\%$.
- 3- **COMPLETION PERIOD:** Period for the execution of work is 12 months From the date of agreement/order.
- 4- **SECURITY:**
- (i) 10% of contracted amount shall be deposited by contractor in form of FDR/CDR/TDR of Nationalised Banks(valid for six month) to concerned Executive Engineer.
- or**
- (ii) 10% amount shall be deducted from running bills, which shall be refunded after successful completion of work.
- 5- **PRICES:**
- The quoted prices shall be firm & firm in all respect through out of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.
- 6- **PAYMENT:**
- For every month of the “period of agreement “ the contractor shall make payments to skilled/unskilled labour, deposit monthly EPF, Insurance etc. at his own.
- There after Contractor shall submit running bill stating each & every expenditure he has made along with documentary proof.
- After examination & scrutiny of bills and other documents submitted by contractor, The Executive Engineer shall make payments subject to the availability of fund.
- This process shall continue for entire agreement period.
- Advance payment shall not be made to the contractor.
- DISPUTE:**
- For any dispute arising out of this tender in between the tendering authority and the contractor. The Chief Engineer, Distribution LESA Zone Lucknow will decide the dispute and his decision will be binding on both the parties.

E-TENDER NO. 13/E.U.D.C.-VII/LESA/2017-18

DUE ON- 04.07.2017

SCOPE OF WORK

- (A) Contractor will provide skilled/unskilled labour in good health. They should be literate. Skilled labours will carry out the maintenance and other works and un-skilled labour will work under him or assist him.
- (B) One skilled and two unskilled labour will form one gang. The gangs will work in shift duty under the supervision of concerned J.E. /S.D.O. and shall be required to carry out following work.
- (i) Patrolling & maintenance of 33KV/11KV/LT lines.
 - (ii) Attending break downs of lines cutting/lopping/chopping of tree branches touching the lines.
 - (iii) Attending break downs of 33KV/11 KV and LT Sub-Stations.
 - (iv) Rectification of misc. type problems including consumer complaints.
 - (v) Disconnection/Re-connection of consumers.
 - (vi) Any other work assigned by J.E./SDO.
 - (vii) Un-utilized/Receipt back material will be handed over to J.E. by the gang after completion of assigned work to the gang.
 - (viii) Identity Card will be issued by the Contractor after countersigned by the J.E. concerned.
 - (ix) It shall be duty of the contractor to train each and every labour about procedure of shut down, earthing chains and other safety gears.
 - (x) Contractor shall keep checking that the labour is using proper safety gears, if any one found violating the procedures or not using safety gears shall be removed from Job.

PRE-BID CONSORTIUM/ JOINT VENTURE AGREEMENT
(To be Stamped in Accordance with U.P. State Act)

AMONG

M/s _____

And

M/s. _____

Tender No. 13/E.U.D.C.-VII/LESA/2017-18

The Consortium/Joint venture Agreement is made and executed at **Lucknow** on this date the _____ **day of** by and among **M/s.**having its registered office at _____ through its Authorized Signatory **Mr.** (hereinafter referred to as "Party No 1" with expression shall, unless repugnant to the context, mean and include their respective legal representatives, administrators, executors, successors and assigns) of first part.

AND

_____ having its office at _____ through its Authorized Signatory _____ (hereinafter referred to as "Party No 2" with expression shall, unless repugnant to the context, mean and include their respective legal representatives, administrators, executors, successors and assigns) of first part,

The above Party No.1 and Party No.2 hereinafter shall be collectively referred to as the "Parties" herein.

WHEREAS

The Madhyanchal Vidyut Vitran Nigam Limited, a 100% owned company of Govt of Uttar Pradesh registered under Indian Company Act 1956 and having its registered office at 4-A Ghokhle Marg, Lucknow, (herein after referred to as "**MVVNL**") Through its Superintending Engineer E.U.D.C.-VII, LESA, 33/11 K.V. Sub-Station Bangla Bazar, Lucknow has invited offers / Quotation for " _____ " (hereinafter referred to as the "THE WORK") vide their **Tender No. 13/E.U.D.C.-VII/LESA/2017-18 (DUE ON-04.07.2017)**

And WHEREAS the parties have expressed to form a consortium to undertake the said works contract for the " _____ " also called the "WORK"

AND WHEREAS the parties have indicated / expressed their willingness to co-operate with each other in respect of the undertaking the WORK. The Parties agree jointly to carry out the execution of the work and jointly & severally share the responsibility in accordance with the said Contract.

The Parties wish to enter into this Consortium Agreement on the agreed terms & conditions produced herein below to record the arrangements agreed upon between them.

NOW THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. We the consortium partners hereby agree that M/S..... shall act as the lead partner and confirm that we shall jointly and severally be bound unto the **MVVNL** for execution of the Contract in accordance with the contract terms and conditions and shall jointly and severally be liable to the **MVVNL** (Purchaser) to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM
2. The Lead Partner shall be solely responsible for the works.
3. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/ performance of the Contract in accordance with the terms of the Contract.
4. Further, if the **MVVNL** suffered any loss or damage on account of any breach of the Contract or any shortfall in the performance parameters as per specifications/ contract documents, the Lead Partner undertakes to promptly make good such loss or damage caused to the MVVNL, on the MVVNL's demand without any demure.
5. The financial liability of the Lead Member to this Consortium Agreement, to the **MVVNL** with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of the Lead Member.
6. In case of award of contract, the Lead Member to this Consortium Agreement do hereby agree that it shall furnish the contract performance guarantee in favour of the MVVNL from a bank acceptable/ approved by the **MVVNL** for a value as stipulated in the Contract Award and such guarantee shall be in the names of the Lead Member.
7. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the **MVVNL** discharges the same. It shall be effective on the date first above mentioned for all purposes and intents
8. No Party will be responsible for non-performance of any or all of their obligations under this Agreement if such non-performance is due to reasons beyond the reasonable control of the Parties. "Force Majeure" situations are also included in the expression "beyond the reasonable control of the Parties" including, but not, restricted to acts of god, declared or undeclared war, riots, civil wars, fires, floods, epidemics, strikes, freight embargoes, expropriation by Government authorities, rebellion, sabotage, abrupt change political / economical situations, depreciation of currency.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned

For Party No 1 sealed, signed and delivered by said Mr.

Signature

Seal of the company

Witness :

Name _____

Signature

For Party No 2 sealed, signed and delivered by said **Mr.** _____.

Signature

Seal of the Firm

Witness :

Name _____

Signature