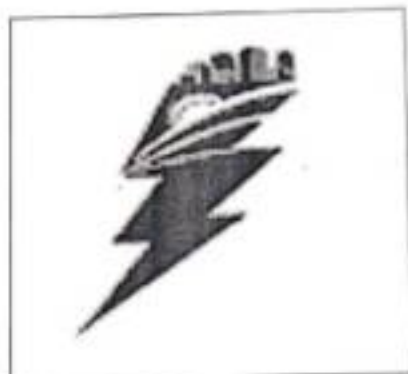


**Electricity Urban Distribution  
Circle-IV, KESCO.  
District- Kanpur (U.P.)**



**E-Tender No. 14/E.U.D.C.-IV/2024-25**

**-- Tender Description --**

Mounting of double metering of the consumer having load from 10KW to 25 KW (No. of Connection-1449) under the area of EUDC-IV, KESCO, Kanpur

**Issued By :**  
**Office of The**  
**Superintending Engineer,**  
**Electricity Urban Distribution Circle-IV, KESCO,**  
**Kanpur (U.P.)**

**Phone No. :- 8189045226**

**Website :- <https://etender.up.nic.in>**

**Date of Opening of Part-1 :- 16.08.2024 / 04.00 PM**

**Tender Cost (inclusive GST) :- 1180.00**

**Last Date & Time of Submission :- 16.08.2024 & 01.00 PM**

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## E-Tender Notice

E-Tenders are invited in two parts (Part-I Techno Commercial Bid and Part-II Price Bid) for the work of (Project Description in Inlet) in E.U.D.C-IV, KESCO, Tinsam. Bid document (Tender Specification) is available online on <https://etender.up.nic.in> as per particulars indicated below. Any changes in the Bid Schedule, Corrigendum etc. shall also be notified via same website. Prospective bidders are therefore requested to regularly check the website for any updates.

S. No.	Particulars	Details
1	E-Tendering Notice No.	14/EUDC-IV/2024-25
2	E-Bid Portal (Website)	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
3	Name of Work	Mounting of Double Metering of Consumer having load from 100W to 200W (No. Connection-1449) under EUDC-IV, KESCO
4	E-Tender Cost	Rs. 1000+100 GST (@18%) Total Rs. 1100.00 (Non Refundable)
5	Earnest Money Deposit	Rs. 9000.00 (Rs. Nine Thousand only)
6	Document downloading/ Sale date starts	
7	Document download/ Sale date ends	02.08.2024
8	E-Bid submission start date	16.08.2024
9	E-Bid submission end date	02.08.2024
10	Opening date of e-bid Part-I	16.08.2024 (till 13.00 PM)
11	Opening date of e-bid Part-II (Price Part)	16.08.2024 (till 15.00 PM)
		Will be notified later.

**Note** - Bid shall be accepted through the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document (in the form of FT/RTGS) & Earnest Money Deposit (EMD) (in the form of NEFT/RTGS) shall be in favour of **CAO, KESCO, Kanpur Payable at Account No. 7723508014, IFS Code- IDIBCO00K5H7, (an Bank Branch-PPN Market, Kanpur,** <https://etender.up.nic.in>  
 Further Details are available at website : <https://etender.up.nic.in>  
 I reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.

SUPERVISING ENGINEER  
ELECTRICITY SUPPLY DISTRIBUTION CIRCLE-4  
KESCO

## Financial Requirement

1. **The Minimum Average Annual Turnover (MAAT)** for the best Three years out of the last Five Financial years MAAT should not be less than Rs. 9.00 lac.
2. **Net Worth** of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
3. **Solvency** :- the bidder should have a minimum solvency of Rs. 2.18 lac or credit facility for the same from Nationalized / Scheduled Bank.

SUPERINTENDING ENGINEER  
ELECTRICITY URBAN DISTRIBUTION CIRCULAR  
KESCO

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## Technical Requirement

1. The Bidder should have a Valid "A" Class Electrical License to execute electrical work in Uttar Pradesh Territory.
2. The bidder should have successfully completed the Same nature of the work in the last three financial year as prime contractor from the date of opening of bid part-1st.
  - (i) should have successfully erected and commissioned similar or higher rating work in a single order having minimum order value of Rs. 6.96 lacs. of the estimate cost of the present tender specification, or
  - (ii) should have successfully erected and commissioned similar or higher rating work in a maximum two order having minimum order value of Rs. 4.35 lacs. of the estimate cost of the present tender specification, or
  - (iii) should have successfully erected and commissioned similar or higher rating work in a maximum three order having minimum order value of Rs. 3.48 lacs. of the estimate cost of the present tender specification.
3. The bidder shall have to annex Character Certificate from the District Magistrate along with the Techno Commercial Part of the bid document, issued within 3 months from the bid opening.
4. The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local Bodies etc. at the time of bid opening. They have to submit undertaking regarding this along with the bid.
5. Consortium bidding / Joint venture bidding mere to get tender will not be entertained. Last 3 Year Income Tax. Acknowledgement Copy or Clearance Certificate. (To be attached with part-1)
6. Contractor should have GST registration Certificate. (To be attached with part-1)
7. PAN Card Copy (Self Attested). (To be attached with part-1)

SUPERINTENDING ENGINEER  
ELECTRICITY URBAN DISTRIBUTION DIV  
MESCO

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## Schedule of General Particulars

- Name of the Tenderer
  - Head Office address :
  - Registered Office address :
  - Postal address of tenderer :
  - Fax No. :
  - E-mail ID :
- Name and address of local representative and his telephone number. :
- Name and address of the officer of the tenderer / manufacturer to whom all reference shall be made for expeditious co-ordination.
- Name of foreign collaborator. If any.
- Authorized capital of the company/Firm.
- Total annual turnover of the firm during last three financial years.
- State the name and designation of your relative(s) if any working in Uttar Pradesh Power Corporation Ltd.
- Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no state reasons.
- Whether certificates for satisfactory performance of offered work enclosed/ not enclosed.
- Whether quoted ex-works price are firm YES / NO
- Whether ex-works price quoted or not YES / NO
- Whether packing, forwarding freight & insurance cover (for transit plus 30 days storage thereafter) has been quoted beside ex-works prices. (All these charges are to be clubbed) YES / NO
- Whether the erection, testing and commissioning prices are quoted or not. YES / NO
- Terms of payment as mentioned in relevant clause are acceptable or not. YES / NO
- Give G.S.T. registration Number (Enclose last clearance certificate) YES / NO
- Income Tax Clearance Certificate of current and the preceding year enclosed or not. YES / NO

17. Have you ever been declared bankrupt ? If yes, Please give details. YES / NO
18. Whether the Tenderer is agreeable to executed the contract in case the deviations stipulated by him are not acceptable to the purchases. YES / NO
19. Give two references (Name, Designation and completer postal address) that can rectify Tenderer's financial status and capacity to undertake such works. One of the references should be from any Scheduled / Nationalized Bank in India. YES / NO
20. Have you offered any discount and If so, the what is the rebate/discount in Rs. ....

Seal of the Company

Full Signature :  
Name :  
Designation :  
Date :

From :-

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,

The Superintending Engineer,  
Electricity Urban Distribution Circle-IV,  
Electricity House, Parade, KESCO, Kanpur.

Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site, erection at site in the schedule annexed or such portion thereof, as you may determine in strict accordance with the terms, conditions and instructions to the tenderer and conditions of the tender and sale contained in Part-I of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to (KESCO, Kanpur) the sum of money mentioned in the said conditions.

THE RATES QUOTED ARE NET AND FIRM AND IN FULL SATISFACTION OF ALL CLAIMS. I/WE AGREE TO ABIDE BY THIS TENDER FOR THE PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID PART-I.

A sum of Rs. \_\_\_\_\_ vide no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank, in the form of DD/Bankers Cheque or RTGS/ NEFT having UTR no. \_\_\_\_\_ vide \_\_\_\_\_ (Name of Bank) as tender cost has been deposited in the Discom account. The proof of the same has been annexed with the bid proposal.

A sum of Rs. \_\_\_\_\_ vide no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank, in the form of \_\_\_\_\_ and having validity for the period of \_\_\_\_\_ as earnest money pledged in favour of \_\_\_\_\_ is enclosed, the full value of which shall be retained by the (Name of Discom) on account of earnest money security deposit specified in the said clause of the "Instructions to the Tenderers".

I/We hereby undertake and agree to execute a contract in accordance with the said Terms, Conditions & Instructions to the "Tenderer" of tender bid specification.

Firm RTGS Details :-

The details of the funds (earnest money/ Tender fees) given by the firm in the present tender are deposited in the departmental account, as mentioned herein under :-

Firm current account number :-

Name of Bank with address :-

IFSC Code of the branch :-

Amount :- Rs. \_\_\_\_\_ & head (EMD/Tender Cost)

UTR No. :-

Yours Faithfully,

Signature of the authorized signatory  
(With complete address & Seal)

## Part-1

### DECLARATION

(To be executed on a non-judicial stamp paper)

Tender invited by :- Superintending Engineer, EUDC-IV, Electricity House, Parade, KESCO, Kanpur.

Tender for :- For Work for Mounting of Double Metering of Consumer having load from 10KW to 24KW (No. Connection-1449) IN THE JURISDICTION OF EUDC-IV under E.U.D.C.-IV, KESCO, KANPUR.

Name of Tenderer :-

Specification No. :-

Date of Opening of Bid Part-1 :-

IN CONSIDERATION of the ..... (Name of EUDC-Discom) having treated the tenderer to be an eligible bidder whose tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn by us within 180 days from the date of opening of the tender (or any extension thereof), also to the condition that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer, EUDC-IV, KESCO. and at the discretion of the purchaser may debar the tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this ..... day of .....

Place : .....

Signed by

State title whether  
Proprietor/Partner  
(With completer address & Seal)



## SCHEDULE 'G'

(Part-II)

### DEVIATIONS FROM "TECHNICAL SPECIFICATION"

All deviations from the "Technical Specification" shall be filled in clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s). The 'NIL' information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part-II, Schedule P2 which the tender price will thereby increase/ decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenderer hereby certifies that the above mentioned are the only deviations from the "Technical Specification"

Seal of the Company

Signature :

Name :

Designation :

Date :

## SCHEDULE 'H'

(Part-II)

### DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

All deviations from the "Instructions to Tenderers" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s). The 'NIL' information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part-II, Schedule P2 which the tender price will thereby increase/ decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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"I, the Tenderer hereby certifies that the above mentioned are the only deviations from the instructions to Tenderers"

Seal of the Company

Signature :  
Name :  
Designation :  
Date :

## SCHEDULE 'T'

[Part-II]

### DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"

All deviations from the "General Requirement of Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s). The 'NIL' information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part-II, Schedule P2 which the tender price will thereby increase/ decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenderer hereby certifies that the above mentioned are the only deviations from the "General Requirements of Specification"

Seal of the Company

Signature :

Name :

Designation :

Date :

## INSTRUCTION TO BIDDERS

### 1. Definition(s)

in this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them.

1.1 "Addendum" shall mean any other document issued to the bidders in addition to the bid document by the DISCOM in the context of this bidding process.

1.2 "Agency / Service Provider/Contractor" shall mean the successful bidder who has received the letter of Award and signed the agreement with the DISCOM to execute the Contract.

1.3 "Award of Contract" shall mean the issue of the Letter of Award/ Letter of Intent.

1.4 "Bid Tender" shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.

1.5 "Bidder" shall mean the firm/party who quotes the offer against a tender or Expression of Interest.

1.6 "Bid documents" shall mean all the documents issued to the bidder to procure works/services/materials.

1.7 "BG" shall mean Bank Guarantee.

1.8 "Business" shall mean electricity distribution and Revenue collection activities.

1.9 "Companies Act" shall mean The Companies Act, 1956 (as amended or replaced from time to time)

1.10 "Consumer" shall mean any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.

1.11 "Contract" means the Contract Agreement entered into between the DISCOM and the Agency/service/contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract the term Contract shall in all such documents be construed accordingly.

1.12 "Contract Value" shall mean the Original contract value as adjusted after giving effect of (i) price escalation (as per the statutory provisions), and (ii) changes in

statutory taxes which is to be compensated by DISCOM as per contractual provisions (if any).

- 1.13 "Circle Office" shall mean offices which manage and control working of divisions. Circle office operates under KESCO, ILQ.
- 1.14 "Division Office" shall mean offices which manage and control working of EDCs/Zones. Division offices operates under Circle office and have a number of EDCs/Zones.
- 1.15 "EMD" shall mean Earnest Money Deposit.
- 1.16 "Engineer in charge" shall be the officer under whose office the work stipulated in contract is executed.
- 1.17 "Instruction" shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the DISCOM from time to time during the Contract Period.
- 1.18 "Month" shall mean calendar month.
- 1.19 "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the address or electronic media and shall deemed to have been received when in ordinary course of post it would have been delivered.
- 1.20 "DISCOM" or "Service Recipient" or "Discom" shall mean (Name of the Discom.....)
- 1.21 "Services" shall mean all the services which the successful bidder is required to provide under the scope of work to the DISCOM under the Contract.
- 1.22 "Successful bidder" shall mean the bidder who has received the letter of award/ LOI from the DISCOM to execute the work as per specification/ Contract.
- 1.23 "Work order" means written order signed by the DISCOM after the successful bidder has acknowledged the LOA/LOI. This along with LOA, Specification document and the bidder response to specification documents shall constitute Part of the Contract.
- 1.24 "Work" shall mean services to be provided by the Agency under the "Work Order" or "Contract".

**2. Availability of Bid documents**

- 2.1 The Bid documents will be uploaded on the E-portal of Government of Uttar Pradesh (GoUP) as mentioned in E-tender Notice, the same can be downloaded and submitted on E-portal along with desired EMD on due date as specified in E-tender

notice or bid document. The tender fees shall have to be submitted along with submission of the bid.

### 3. Invitation of Bids

3.1 The DISCOM is hereby inviting unconditional bids for procuring works/Services/material as specified in the bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified.

3.2 The bidding process shall be undertaken through Single-Stage Two-envelope method through e-tendering. The tender information has been provided in relevant section of Bid documents.

### 4. Consortium/ Joint venture Bidding

Consortium bidding / Joint venture bidding as mentioned in Pre-qualification requirement.

### 5. Eligible Bidders

5.1 A Bidder may be an individual, private entity, government-owned entity subject to clause 5.2 below, and shall furnish as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/ services to the satisfaction of the DISCOM/Service Recipient. The detailed eligibility criteria are specified in tender documents.

5.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the EDC/DISCOM, as the DISCOM shall reasonable request.

### 6. Responsibility of bidder(s)

6.1 The DISCOM will not assume any responsibility regarding information gathered, interpretations or conclusions by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the DISCOM or any other data.

6.2 Verbal agreement or conversation with any officer/employee of the DISCOM either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.

6.3 It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/ services.

### 7. Eligibility criteria

7.1 The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the DISCOM. The detailed eligibility criteria are listed out in Eligibility criteria/Pre-Qualification requirement of this bid document.

7.2 Now standing anything stated therein, the DISCOM reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation or after award.

## **B. Project site visit**

8.1 The bidder is advised to visit and examine the site where the works/services is to be executed and its surroundings; and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works/services. The cost of visiting the site shall be borne by the bidder.

8.2 The bidder and any of its authorized personnel shall be granted permission by the DISCOM to enter in its premise(s) and land(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the DISCOM and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property.

## **9. Process to be Confidential**

9.1 This bid document and any other document(s) released, information provided, discussions held etc., as part of the bidding process, is strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the bid and the bidder(s) shall keep all information within this proposal or gained during the bidding or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the DISCOM.

## **10. Clarifications on bid documents**

10.1 The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the DISCOM in writing through email/fax/post to the address as mentioned in E-tender Notice of this bid document, two days prior to the pre-bid conference, if any. The queries shall be accepted only from the accredited/authorized officers or executives of the bidders(s).

10.2 The DISCOM reserves the right to defer/decline responding or addressing to such queries clarification sought that it feels are inappropriate without assigning any reason whatsoever.

10.3 The copies of all the replies/clarifications issued by the DISCOM shall also be a part of the tender specification.

## **11. Preparation of Bids**

11.1 The bidder shall submit only one (1) unconditional bid in response to this tender/bid document.

11.2 The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the DISCOM.

11.3 The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.

11.4 All pages of the bid document(s) including conditions of Contract, specifications, etc., shall bear the full signatures with official rubber stamp (at the bottom right hand corner of the page) by the bidder. Necessary documents in support thereof must be enclosed with the bid documents at the time of submission, failing which bid will be treated as not-responsive and will not be considered. Any bid not bearing signatures on all the documents will stand liable for rejection.

11.5 General information, which is not specifically requested for in the bid documents, must be attached separately to the techno-commercial proposal and clearly labeled as "Supporting Material".

#### **12. Deviations from terms and conditions of the bid**

12.1 The bidder must furnish Annex. G, H & I proforma for "No Deviations" from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.

#### **13. Bid Forms**

13.1 Whenever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

13.2 For all other cases, the bidder shall design a form to get the required information from the bidder.

13.3 DISCOM shall in no case be bound by any printed conditions or provisions in the bidder's bid form whatsoever.

#### **14. Conditional Bid**

14.1 The bidders shall offer only unconditional bid as conditional bid are liable to be rejected.

14.2 Bidder's printed terms and conditions enclosed with proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. There types of bids shall be deemed as conditional bids and shall stand liable for rejection.

#### **15. Deadline for submission of bids**

15.1 Bids must be submitted on in e-portal only but no later than the time and date as specified in E-tender Notice of Tender Document. In the event of the specified date for submission of bids being declared a holiday for the DISCOM, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents. (i.e. bid validity and validity of bid security).



DISCOM may at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the DISCOM and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

#### **16. Late Bid**

16.1 Bid(s) received by the DISCOM after the bid submission/opening deadline as prescribed in the bid documents will be summarily rejected and shall not be opened to the bidder(s).

#### **17. Withdrawal of Bids**

17.1 The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in e-tender) and the period of bid validity as per e-tender. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the EMD.

#### **18. Associated cost of bid preparation and submission**

18.1 The bidder shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.

18.2 The DISCOM shall in no case be responsible for or liable to the costs or to DISCOM evaluation of bid regardless of the conduct or outcome of bidding process.

#### **19. Request for Modifications/Amendments in Bid Specification**

19.1 The DISCOM at their sole discretion may modify the bid documents if deemed appropriate by issuing addendum.

#### **20. Language of the bid**

20.1 The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the DISCOM shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by duly certified English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purpose of interpretation of the bid, The English translation shall prevail.

#### **21. Amendment(s) to bid documents**

21.1 At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the DISCOM reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The DISCOM will bear no responsibility or liability arising out of non-receipt of the same in form or otherwise by the bidder. The DISCOM shall assume that the information contained therein will have been taken into account by the bidder in its bid.

21.2 The amendment(s) to bid documents shall be binding on all bidders.

21.3 In a scenario where the interested bidder has already submitted its bid post which the DISCOM issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid but not after opening of bid envelope.

**22. Earnest Money Deposit**  
22.1 The EMD amounting Rs. 9000.00 (1% of cost estimate) shall be submitted online through NEFT/RTGS receipts to be uploaded on the E-tendering portal. The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number 628005010266 IPSC Code ICIC0006280 in the name of KESCO, KANPUR, bank ICICI Bank, by nationalized bank in favour of Dy. C.A.O., KESCO, KANPUR. Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of original bank Guarantee along with copy of confirmation mail from issuing bank shall be uploaded e-Procurement portal of Govt.

22.2 The bid proposal/offer shall necessarily contain EMD of requisite amount and should be furnished through appropriate mode as specified in section "Essential tender information on e-portal" of the bid document. In case EMD is to be deposited through a BG/DD from a scheduled nationalized bank and in prescribed format, the same shall be uploaded while filling the e-tender. The bidder shall have to submit the BG/DD (in original) in Discum office within 5 days of opening of bid part-1, failing which their bid shall not be considered for opening of their bid part-2 (Price Part)

22.3 Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidder unopened.

22.4 If at opening of bid any discrepancy in EMD is found (relating to amount, etc.) the bid shall be summarily rejected.

22.5 In case of unsuccessful bidders, the EMD shall be refunded after successful submission of Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the DISCOM.

22.6 If the successful bidder fails to furnish the contract performance guarantee within thirty (30) days after the issue of Letter of Award (LOA) their EMD shall be liable to be forfeited.

22.7 In case the bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. The EMD of successful bidder shall become part of the initial contract performance guarantee. No interest shall be payable on such deposits lying with the DISCO.

22.8 The DISCOM reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting /executing orders placed under given specification.

22.9 The bank charges (if any) shall be attributable to the bidder, only.

**23. Document comprising the bid and sealing of bid**

23.1 Part-1 (A) Envelope (to be submitted online as well as payment receipt) physically super scribing "Earnest Money Deposit" along with tender/bid specification number, Name of work/service; Name, address and contact of the bidder; and the date/time of bid opening; It shall contain EMD details. However scanned copy of document in support of proof of online submission of EMD must

to be uploaded and submitted physically also in Envelope-I(A), within 5 days of opening of bid part-I.

23.2 Part-I (B) Envelope -(to be submitted online only); it shall contain all the documents as notified in Section- "Eligibility criteria of bidders" of the bid document in scanned format. Other documents/ Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to techno-commercial evaluation shall necessarily be furnished (duly filled and signed) in scanned copies.

23.3 Part-II Price Bid- Price Bid shall be submitted online only in the proforma as per BOQ while preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

Part-I (A) and Part-I (B) shall be referred as Envelope-I

#### 24. Submission of bid

24.1 Both the part-I and Part-II shall be submitted online only and physically in separate sealed envelopes and these envelopes shall be properly super scribed as part-I: " Earnest Money Deposit" Each envelope shall also be super scribed with tender/bid specification number; name of work/service; name, address and contract of the bidder; and due date/time of bid opening.

- The bidders are requested to ensure that they furnish the envelope-I and II appropriately online which should be DIGITALLY signed. Any correction/ Overwriting should be signed by the bidder. An offer with correction/ overwriting without signature of the bidder is likely to be rejected.
- The Bidders are requested to ensure that all required schedules duly filled-in are submitted. The bidders should also note that in absence of any of the schedules except price bid, their offer is likely to be rejected.
- Transfer of the documents purchased online by one bidder to any other bidder is not permissible.
- The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract; and made himself aware of the scope and specification of the work to be done/ supplies to be made. The DISCOM will not after acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
- It is necessary to purchase the Bid documents online from e-portal of GAILP.

24.2 PERIOD OF VALIDITY:- The period of validity shall not be less than that specified in the Bid documents.

24.3 Nobody is authorized to receive or issue receipt of bid delivered by hand.

24.4 All required copies of the Techno-commercial proposals are to be made from the original.

24.5 An authorized representative of the bidder shall initial all pages of the original proposal /offer. The authorization shall be in the form of a written power of

attorney in the name of the bidder purchasing the proposal. The signed proposal shall be marked as "ORIGINAL".

- 24.6 Bid shall be submitted in the forms attached herein and all blanks in the forms shall be duly filled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.
- 24.7 The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rates/prices shall be in figures.
- 24.8 No post bid development shall be allowed regarding any change in terms of prices or techno-commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said conditions shall not be entertained whatsoever.
- 24.9 The bid documents include certain statements, description, projections etc. with respect to the DISCOM and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgments.

#### 25. Opening of Bids

- 25.1 The DISCOM shall open online bids at the date and time for opening of bids as specified in Section-I "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the DISCOM, the bids will be opened at the appointed time on the next working day.
- 25.2 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.
- 25.3 The bidders' names, bid prices, and the presence or absence of the requisite EMD and such other details as DISCOM at its discretion may consider appropriate, will be recorded at the time of bid opening.
- 25.4 In the case of Single-stage Two-Envelope bids, on the bid opening date only the techno-commercial bid shall be opened. The date for opening of the price bid shall be as per Key date. In case of extension of due date, the same shall be updated in e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.
- Opening of Envelope-I (A) [containing Earnest Money Deposit] and Envelope-I (B) [containing Techno-commercial bid]: The first envelope with EMD shall be opened on the due date and time of bid opening as specified in Section-I Essential tender information of this bid document. The

- requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is found to be as per the requirements).
- Opening of Envelope-II- Price bid: Price part of only those bidders shall be opened on time who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the DISCOM to such Bidders and the price bid uploaded by them shall not be opened.

25.5 In the event, the DISCOM, in its discretion, decided not to open the bid for want of adequate response to the bidding, the DISCOM may either extend the bid pursuant to Clause no 15.2 and 26.1 of Section-III: Instructions to Bidders or cancel the bidding process.

25.6 It is to be noted that the bid evaluation will be assisted strictly as per procedure mentioned in Bid evaluation section.

#### **26. Change in date and time of opening of bids**

26.1 It may be noted that the due date/ time of opening of bid can be altered/ extended if desired by the DISCOM, without assigning any reason thereof. However, due intimation shall be available at E-tender website. The bidder shall be responsible for keeping itself updated on the changes in date and time of opening of bid.

#### **27. Canvassing of bids**

27.1 Bid shall be deemed to be under consideration after opening of bid till placement of order to the successful bidder. During this period, the bidder or their authorized representative(s) or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the DISCOM's personnel or representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder's proposal/offer.

#### **28. DISCOM's right to accept any bid, and to reject any or all bids**

28.1 The DISCOM reserves the right to accept or reject any bid, and to extend the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected bidders of the grounds for such decision. No correspondence, in any form and at any time, shall be entertained by the DISCOM in this regard.

#### **29. Currency of Price Bid**

29.1 For the works/ services required in the bid, all prices or rates shall be quoted in Indian National Rupees (INR) only as the payment for such works/services shall be made in Indian currency only. (i.e. Indian National Rupees).

#### **30. Interpretation of conditions of bid(s)**

30.1 The DISCOM shall be the final authority to interpret any or all conditions(s) / Clause(s) specified in the bid documents at any point of time. In case any ambiguous or contradictory term(s)/condition(s) arise in the bid, interpretation as deemed appropriate by the DISCOM shall be final and binding on all the bidders.

### 11. Validity of Days

31.1 The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid (Envelop-3) or any other extended date for their receipt or any other extended period consented upon by the bidders. The DISCOM may ask the bidder to extend the validity period of their bid and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD deposited by the bidder with their bid. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

31.2 The bid along with the rules and condition thereby shall be open for acceptance of the DISCOM for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/ withdrawal of tender on any ground by successful bidder be entertained within validity period. In case the DISCOM requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid (except change in wages or any other statutory compliance as per Government norms). In case bidder does not extend the validity, he/she must respond his/her unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD/bid security can be returned.

### 12. Issue of Letter of Award, Contract Signing and Issue of Work Order

32.1 The DISCOM shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.

32.2 The DISCOM shall issue a detailed Letter of Award (LOA) to the successful bidder.

32.3 Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective Circle Offices.

32.4 After signing of the Contract Agreement, work order shall be issued by respective Circles.

### 13. Bid Evaluation

#### Preliminary examination

33.1 The DISCOM will examine the bids to determine whether they are complete, whether required enclosures have been furnished, whether the documents have been properly signed, and whether the bids documents are generally in order.

33.2 The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its bid, and that does not prejudice or affect the relative ranking of all bidders as a result of the technical and commercial evaluation.

33.3 Prior to the detailed evaluation, the DISCOM will determine whether each bid is of acceptable quality is complete and is substantially responsive to the Bidding

Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without any material deviations, objections, conditionalities or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the DISCOM's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

- 33.4 During bid evaluation, the DISCOM may at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/ non-submission of documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the DISCOM may give the bidder not more than 7 working days notice to rectify/ furnish such documents, failing which the bid shall be rejected.

The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

- 33.5 Bids containing deviations from critical provisions will be considered as non-responsive.

- 33.6 If a bid is not substantially responsive, it will be rejected by the DISCOM and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The DISCOM's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 33.7 The DISCOM will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The DISCOM shall be the sole judge in this regard and the DISCOM's interpretation of the Qualification Requirement shall be final and binding.

- 33.8 The determination will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract works at hand, future commitments and past performance during execution of contracts that have been awarded by the DISCOM on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DISCOM deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the DISCOM.

- 33.9 The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

- 33.10 An affirmative determination will be prerequisite for the DISCOM to evaluate the Techno Commercial part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 33.11 The bid from those bidders shall not be accepted who failed to submit performance security on issue of Letter of Award (LOA) for any other Contract DISCOM in past 3 years.
- 33.12 To assist in the analysis, evaluation and computation of the bids, the DISCOM may ask bidders individually for clarification of their submitted bids. The request for clarification and the response shall be in writing but no change (Whatsoever) in the price or substance of the bid offered shall be permitted.
- 33.13 After successful evaluation and computation to techno-commercial conditions (satisfying the qualification requirement) financial bid shall be opened.

#### 34. Period of Contract

The Period of Contract under the Scope of work shall be up to 06 months from the date of placement of LOI/LOA however the Discom may extend the period of contract according to work completion and circumstances. Further, the DISCOM may terminate the contract by giving 30days notice without assigning any reason.

#### 35. Contract Performance Guarantee

A Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance security from a Public Sector Indian Bank in the specified format (NEFT/RTGS/FDR/Bank Guarantee) in favour of the Owner. The guarantee amount shall be equal to Ten percent (10%) for the work/services contract, of the total Contract Price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

The Guarantee shall be valid till the end of 06 Months from the date of commissioning and handing of the work.

In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.

SUPERINTENDING ENGINEER  
ELECTRICITY URBAN DISTRIBUTION CIRCLE-4  
KESCO

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**ADDITIONAL TERMS & CONDITIONS OF E-TENDER NO. 14/RUDY-IV/2024-25,  
ONLINE OPENING ON 16.08.2024**

1. The undersigned shall not be bound to accept the lowest or anything of the whole or any portion of any tender without assigning any reason.
2. The contractor will have to follow all existing rules & regulations of the Government, UPPCL and labour Department or as amended from time to time regarding the labour employed by them without entitled him for any extra charge on this account.
3. The successful tenderer will have to enter into an agreement within 15 days of receiving the intimation of acceptance of tender.
4. In case of failure of the contractor to execute the work within the completion schedule, the undersigned shall have every right to levy penalty @ 1% per week on late accomplished work and recover the same from pending bills/security and/or to cancel the order.
5. The contractor shall be responsible for the damages done to any property of HESCO or any injury to person whatsoever caused in consequence of any of his work, caused by him or anybody by his employment.
6. The contractor will have to remove any person employed on the work if so desired by the Engineer-in-charge for any reason.
7. Payment will be made on running/final bill according to the availability of funds.
8. Any dispute between HESCO & Contractor shall be under jurisdiction of District Court of Kanpur and Hon'ble High court Allahabad.
9. Contractor shall have to return all surplus/excess material of departmental store.
10. All work shall be completed as per technical specifications, drawing UPPCL construction manual, relevant ISS and/or Electricity Act.
11. Quantity of work as well as value of the contract may vary  $\pm 10\%$ , if needed by the deptt.
12. Rate should be inclusive of carriage, hand line, labour, T&P etc. required for completion of work unless and otherwise specified in the contract.
13. In case of any damage and loss to the property/material of the deptt. (HESCO) contractor shall have to make good the same during the period of execution of the contract.
14. The contractor shall be responsible for observing proper safety procedures for their staff/gangs employed on the job.
15. In case of any accident or mishapening, the contractor shall be totally responsible for paying the total compensation to the concerned person or his family.
16. All tools and plants required for the job shall be arranged by the contractor at their own cost.
17. Sub-contracting of work will not be allowed. This will automatically lead to cancellation of the contract.
18. Insurance charges if any, shall borne by the contractor.
19. The undersigned reserves the right to accept or reject total or any part of tender without assigning any reason thereof.

RECEIVED BY THE ENGINEER  
GENERAL MANAGER DISTRIBUTION CIRCLE-1  
K.P.S.C.

## 14/EUDC-IV/2024-25

Name of work :- Work for Mounting of Double Metering of Consumer having load from 10KW to 24KW (No. Connections 1000) under EUDC-IV, KESCO, Kanpur

Sr. No.	Details of Work	Qty.	Unit	rate
1.01	Loading, Carriage and unloading of Electronic kWh Mtr. 3P $\times$ 4W 10-60A (Whole Current Meter) from KESCO store to Work Site.	1449	No.	
1.02	Loading, Carriage and unloading of LT 4 $\times$ 16 Sqmm Armoured (PVC Cable) from KESCO store to Work Site.	3115	Mtr.	
1.03	Installation of Electronic kWh Mtr. 3P $\times$ 4W 10-60A (Whole Current Meter) by way of clamping & Clamps and nut-bolts etc.	1449	No.	
1.04	Disconnection of Three Phase and Neutral wire from installed meter T.P. from Conductor and Connection to Double Meter T.P. to Conductor.	1449	No.	
1.05	Connection of Service Cable from Double Meter T.P. to Previously installed main meter.	1449	No.	
1.06	Sealing of Main and Double Meter & Filling of Sealing Certificate with both meter reading.	1449	No.	

  
SUPERINTENDING ENGINEER  
ELECTRICITY URBAN DISTRIBUTION CIRCLE  
KESCO

निम्नलिखित ई-निविदा के अन्तर्गत आरटीओएसो किये जाने वाली निविदा मूल्य एवं धरोहर धनराशि का विवरण, जो कि फर्म द्वारा पूर्ण रूप से भरकर जमा किया जाना अनिवार्य है।

1. ई-निविदा सं०

14 / ई०यू०डी०सी०-चतुर्थ / 2024-25

2. केरको का खाता सं०

बैंक का नाम

इण्डियन बैंक

शाखा

पी०डी०एन० मार्गेट, कानपुर

खाता सं०

7723508014

आई०एफ०एस०सी०

IDIB000K587

खाताधारक का नाम

KESCO DEPOSIT A/C

3. फर्म का नाम

रु० \_\_\_\_\_

4. निविदा मूल्य

5. यू०टी०आर० सं०

6. जमा करने की दिनांक

7. धरोहर धनराशि

8. जमा करने की दिनांक

9. यू०टी०आर० सं०

10. धरोहर धनराशि वापस करने हेतु फर्म के खाते का विवरण

फर्म के बैंक का नाम

खाताधारक का नाम

खाते का प्रकार

शाखा

खाता संख्या

आई०एफ०एस०सी०