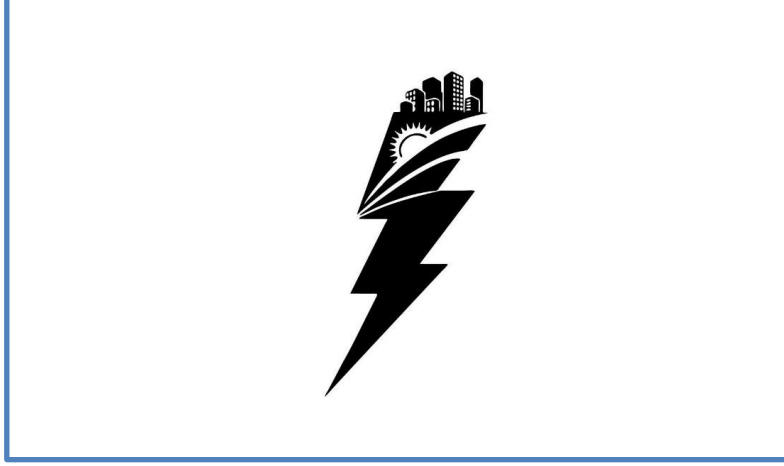


KANPUR ELECTRICITY SUPPLY COMPANY LIMITED



E-Tender No. 03/23-24

**For Appointment of Agency for the Advertisement on Electricity Poles of
Kanpur Electricity Supply Ltd. (KESCO), Kanpur**

*Issued By:
Office of The
Executive Engineer
Store Purchase, Kesco, Kanpur.*

Phone No 9839104536

Website:- www.kesco.co.in

Date of Opening of part-1: 10.05.2023

Tender Cost (inclusive GST): 11800.00

Last date & Time of Submission:- 10.05.2023 & 12:00 PM

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Kanpur Electricity Supply Co. Ltd.

(Government of Uttar Pradesh Undertaking)

14/71 Civil Lines KESA House Kanpur.

Email :- eestpokesco@gmail.com and mdkesco@gmail.com

Website:- www.etender.up.nic.in

GST Number: 09AACCK3753D1ZO

☎: 9839104536

Notice Inviting Bid

E-Tender No: 03/23-24

KESCO, a power distribution licensee and a subsidiary of Uttar Pradesh Power Corporation Limited invites Bid from the Bidders to participate through this Request for Proposal (RFP) for Engagement of Agency for the advertisement on its electricity poles. Document sale and e-bid document submission start date 08.04.2023 at 06:00 PM.

For the implementation of above mentioned work, Bidders should submit their bid proposal along with non-refundable Bid Document fee of Rs. 10,000 plus GST @18% by online transfer, Declaration form in lieu of EMD as per Annexure XI and all requisite documents complete in all respects on or before 10.05.2023 upto 12:00 PM Hours online on <https://etender.up.nic.in>. Bid proposals received without the prescribed RFP Fee, EMD, SME Registration Certificate, Declaration of exemption form in lieu of EMD and Power of Attorney in favour of Authorised signatory shall be summarily rejected. If in the event of any date indicated above is declared as Holiday, the next working day shall become operative for the respective purpose mentioned herein. Pre- Bid meeting on 03.05.2023 12:00 PM. Technical Bid will be opened on 10.05.2023 at 03:00PM online.

RFP which include eligibility criteria, scope of work, various conditions of Agreement, formats, etc. can be viewed from KESCO website www.kesco.co.in and can be downloaded from <https://etender.up.nic.in> for online submission.

In case of date of bid receiving / opening happens to be a holiday, the same shall be received /opened on next working day at same time mentioned above.

Any further clarification / amendment regarding above RFP shall be made available on UP Government e-tender website: **etender.up.nic.in**.

Disclaimer

1. Though adequate care has been taken while preparing the RFP document (inclusive of Schedules and Annexures), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation regarding any discrepancy may be sent to this office before the pre-bid meeting. If no intimation is received from prospective Bidder on or before pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. KESCO reserves the right to modify, amend or supplement RFP documents including all schedules and annexures at any time before Bid submission deadline. Interested Bidders are advised to follow and keep track of KESCO 's website for updated information. KESCO is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. KESCO shall not be responsible and accountable for any consequences to prospective bidders for their failure to keep track of the website for updates.
3. While this RFP has been prepared in good faith, neither KESCO nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Companies Act, 1956/2013 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

Interpretation

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall be Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

Bid Information Sheet

Unique Bid No **03/22-23**

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> • Kanpur Electricity Supply Co. Ltd. (KESCO) • Address: 14/71 Civil Lines KESA House KESCO, Kanpur
Name & Address of the Project Officer In- charge (POIC)	<ul style="list-style-type: none"> • Name: Er. Lalit Krishna • Designation: Executive Engineer (Store Purchase) • Address: 14/71 Civil Lines KESA House Kanpur-208001 • Email: eestpokesco@gmail.com
Subject Matter of Procurement	For appointment of agency for advertising on electricity poles of KESCO adhering to hoarding specifications & safety compliances
Contract Period	3 (three) years from the Effective date of contract
Bid Procedure & Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Single-stage Two part (envelop) open competitive e-Bid procedure at https://etender.up.nic.in
Bid Evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> • The bidder has to quote their rates online as per Annex-IV to be submitted online. • The Bidder whose financial bid is "Highest Total Bid Value" will be awarded the contract
Bid Document Fee	<ul style="list-style-type: none"> • Bidding document fee: Rs. 10,000/- (Rupees Ten Thousand Only) plus GST @18% i.e. Rs 11,800/- through Bank Transfer in favour of KESCO, Kanpur" to 628805018266 (ICICI Bank) IFSC CODE- ICIC0006288 • UTR details of online transfer must be uploaded. Copy of UTR to be forwarded by email before end time of bid submission.
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> • Bid Security (EMD): Rs 4,00,000/- (Rupees Four Lakhs Only) plus GST @18% i.e. Rs 72,000/- through RTGS/BG in favour of KESCO Kanpur" to Account No 628805018266 (ICICI Bank) IFSC CODE- ICIC0006288 • UTR details of online transfer must be uploaded. Copy of UTR to be forwarded by email before end time of bid submission. • Declaration of Exemption Form to be Submitted as provided in Annexure – XI of the RFP.
Period of Download of E-Bidding Document (Start/ End Date)	<p>RFP Uploading</p> <ul style="list-style-type: none"> • Start Date and Time 08.04.2023 from 06:00 PM. • End Date and Time: 10.05.2023 up to 12:00 PM.

Pre-Bid Meeting	<ul style="list-style-type: none">● 03.05.2023 at 14/71 Civil Lines KESA House KESCo, Kanpur.● The Bidders will send a request letter on company's letter head by email for participation in the VC and the link shall be sent on email. The name of participant, designation and mobile number shall also be provided by the Bidder.● The Comments and suggestions should be submitted by the Bidders on or before the Pre-Bid Meeting on the email.
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Manner, Start/ End Date/Time for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at E-Tender website https://etender.up.nic.in • Bid uploading for submission end date 10.05.2023/ 12:00PM
Date/ Time/ E- Opening of Technical Bid	<ul style="list-style-type: none"> • Date: 10.05.2023/ Time 03:00 PM
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> • Will be intimated to successful technically evaluated bidders
Bid Validity	<ul style="list-style-type: none"> • 180 days from the bid submission deadline
Note:	<p>i. Since the bidders are required to sign their bids online using Class III-Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, Agencies are requested to contact U.P. Electronic Corporation Limited, Lucknow or any such agencies for this.</p> <p>ii. For MSE firms, for the purpose of Bid document fee and EMD, rules shall be applicable as per the Orders of the Government of Uttar Pradesh.</p> <p>iii. In case of any of above dates is declared as holiday / local holiday then the date will be shifted to next working day.</p> <p>iv. The KESCo may ask Bidders to produce original documents for verification purpose.</p> <p>v. The above schedule is tentative. KESCo reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.</p> <p>vi. Further KESCo reserves the right to hold, in its sole and absolute discretion, more than one pre-bid conference with the Bidders and in such an event the above schedule shall stand modified and amended to that extent</p>

TENDER FORM

TENDER FORM

Knapur Electricity Supply Co. Ltd.
14/71 Civil Lines KESA House
Kanpur

Sub: TENDER FORM

The undersigned hereby submits compliance to E-Tender No. 03/23-24 terms & conditions and submits its technical & financial bid "For appointment of agency for advertising on the electricity poles of Discom with adhering to specifications & safety compliances for the contract duration. Agency shall also capture the photo / location for safety compliance and report to concerned officers for further necessary action from time to time

The Bid document fee of Rs 11800/- including GST @18% is paid by us and the details of bid fee which is online transferred is Dated.....

Our technical proposal is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communication from KESCo in this regard (if any). The following documents alongwith Bid document fee reference number duly signed by authorised signatory who is possessing power of attorney & dated scan copy are uploaded with technical proposal:

- i. Annex-I Proforma for Bid Form
- ii. Annex-II Proforma for 'No Deviations' from Terms and Conditions of Bid Document
- iii. Annex-III Proforma for Undertakings
- iv. Annex-V Proforma for No Conflict of Interest
- v. Annex-VI Format for No blacklisting
- vi. Annex-VII Proforma for Pending Litigation
- vii. Annexure –VIII Proforma of Bank Guarantee (For Contract Performance)
- viii. Annexure-IX Reporting Formats (use of Discom Assets in License area)
- ix. Annexure-X Guaranteed Particulars
- x. Annexure-XI Declaration in lieu of EMD
- xi. Other documents such as financial statements, work order copies etc proving the technical experience as required in the RFP Document

The financial proposal includes Annexure-IV.

We hereby undertake that the information submitted in our bid is complete and correct to the best of our knowledge and belief. We would be solely responsible for any errors or omissions in our offer. We agree that, in case of any ambiguity/ incompleteness found in the information furnished by us in the offer, same shall be interpreted by KESCo to its advantage. We agree to abide by all your bid document Terms & Conditions.

Date the Day of.....

BIDDER'S SIGNATURE

Bidders Address: -

(With Seal)

.....

GUIDELINES & INSTRUCTIONS FOR ONLINE BIDDING TO BIDDER

Sr. No.	Title	Description
1	Website	Contractors / Vendors / Bidders / Agency can have access to free view of tenders by using centralized Govt. of Uttar Pradesh e-tender portal https://www.etender.up.nic.in of various departments.
2	Live Tenders	To Download / View the tender notifications and corrigendum free of cost from website, follow the steps given below: - 1. Click on "TENDER" after opening the e-Procurement website. 2. Provide all or any one of the options like "Tender Number", "Region", "Estimated Cost", "Purchase of Tender Date (from and to)", "Bid Submission End date" or any key words from Tender Description. 3. Click "Submit" to view the results. A list of tenders will appear on the screen. 4. Click to print the notification. 5. Click to view the cost free documents.
3	Registration & Digital Signatures	For all the users it is mandatory to procure the Digital Signatures. For Digital Signature contact e-Procurement Help Desk. Agency/ Contractors / Vendors / Bidders / Suppliers are requested to follow the below steps for registration: - 1. Click "Register", fill the online registration form. 2. Pay the amount of INR_____through Internet Payment Gateway. 3. Send the acknowledgment copy to_____for verification. 4. As soon as the verification is done, the e-Procurement user id will be enabled. 5. Before making the payment, the Agency/ Contractor / Vendor / Bidder will have to upload the following documents in scanned form in the website: - Documents to upload: - (a) Company Address Proof (b) PAN Card (c) Company Registration Certificate
4	Participation in the Tender	After viewing the Tender Notification, if bidder intends to participate in tender, it has to use his e-Procurement User Id and Password which has been received after registration and acquisition of Digital Signature Certificate (DSC).
5	Login	If any Agency/ Contractor / Vendor wants to participate in the tender, it will have to follow the instructions given below: - 1. Insert the PKI which consists of your DSC in your System. (Note: Make sure that necessary software of PKI be installed in your system).

		<p>2. Open the web browser.</p> <p style="text-align: center;">Or</p> <p>3. Open the web browser. 4. Type etnder.nic.in in the address bar, to access the Login Screen. 5. Enter e-Procurement User Id and Password, click on “Go”. 6. Click on “Click here to login” for selecting the DSC. 7. Select the Certificate and enter DSC Password. 8. Re-enter the e-Procurement User Id Password. 9. Select the Department from the drop box for which you intend to participate in the tender.</p>
6	Online Request for the Tender	<p>To make a request for Tender Document Agency/ Contractors / Vendors / Bidders / Suppliers will have to follow below mentioned steps: -</p> <ol style="list-style-type: none"> 1. Click “Un Applied” to view / apply for new tenders. 2. Click on for online request. 3. Pay the Tender Fee / Processing Fee online. 4. Click “Select Department” to switch over from one department to another.
7	Download Documents	<p>After making the request Agency/ Contractors / Vendors / Bidders / Suppliers will receive the Tender Documents which can be checked and downloaded by following the below steps: -</p> <ol style="list-style-type: none"> 1. Click to view the tender documents which are received by the user. 2. Tender document screen appears. 3. Click “Click here to download” to download the documents.
8	Upload files – Technical Sheet / Price Sheet / mandatory documents	<p>To upload the supporting documents Agency/ Contractors / Vendors / Bidders / Suppliers will have to follow the below mentioned steps: -</p> <ol style="list-style-type: none"> 1. Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile. This is the important and first step to be performed to avoid disqualification. 2. Click “Click here to enter EMD Details” to feed the EMD details and upload the scanned EMD. Upload the EMD declaration here. 3. Click “Click here to Download Empty Document” to download the Technical / Price Sheet and fill the same without changing the “File Name” and save on to the computer. 6. Click “Click here to Upload the Filled File”, select the filled file which was already filled and saved in the same name. Click “OK” to upload the filled Technical / Price Sheet to the tender.

		<p>7. Note that when the user uploads the filled Technical / Price Sheet, the “Red colour” will automatically turn to “Black colour” which reflects that user is ready for the final submission.</p> <p>8. Provide the entire mandatory documents (if any) requested by the official.</p>
9	To Upload / attach the additional documents	<p>Once the supporting documents are uploaded, these are to be attached with tender by following steps: -</p> <ol style="list-style-type: none"> 1. To attach the additional documents to any tender click “Document Library” and upload the same. 2. Attach the required documents to the concerned tenders from general document section to the tender document screen.
10	To Submit the Tender	<p>After completing all the formalities Agency will have to submit the tender and they must take care of following instructions: -</p> <ol style="list-style-type: none"> 1. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not because once submitted bids cannot be revised. 2. Note down / take a print of bid control number once it displayed on the screen
11	To participate for the opening	<ol style="list-style-type: none"> 1. Tender opening event can be viewed online. 2. Competitors bid sheets are available in the website for all.
12	e-Procurement Help Desk	<p>Help Desk Contact Details: -</p> <p>Toll free no’s: 0120-4200462/4001002</p> <p>E-mail: support-eproc@nic.in</p>

Section-I: Eligibility Criteria for Bidders**(1) The essential eligibility criteria for bidders have been given in the table hereunder:**

S no.	Eligibility criteria	Supporting documents required
1.	The bidding is open to Companies registered in India under The Companies Act 1959/2013, Limited Liability Partnership under Limited Liability Partnership Act, 2008 or partnership firm/ sole proprietorship. (Consortium bidding will not be allowed.)	a) Attested copies of Memorandum and Articles of association of Company in case of company. b) Certificate for incorporation of LLP and details of its partners. c) Attested copy of partnership deed of the firm if firm is a Partnership firm d) List of its present directors/promoters /board members of the bidder/Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder/Agency. e) Original Power of Attorney signed by legally authorized signatories/ Certified copy of Board Resolution in the favour of the person signing the bid document, on behalf of the Bidder, to show clearly the title, authority and designation of the person signing the bid document.
2.	a. The bidder should be a vendor for advertising and publicity who should have worked for at least 3 years during last 5 financial years with Government / PSUs / Listed Limited Companies client on similar contracts. b. Bidder should also have following Experience during last 5 years: i. Three similar completed works of not less than Rs 1.5 Cr Or ii. Two similar completed works of not less than Rs. 2.0 Cr Or iii. One similar completed work of not less than Rs. 3.0 Cr Note: Similar works means advertisements for clients on the leased sites or own sites	Unpriced self-attested (with company seal) copies of purchase orders along with TDS certificate (26 AS) from the customers as proof of payment for the financial years 2016-17, 2017-18 to FY 18-19 & FY 19-20, FY 20-21 and FY 21-22. (As a proof, copy of PO and completion certificates of successful completion of similar work can also be submitted)
3.	The bidder must be registered with Goods & Services Tax Department.	Attested copy of original PAN card stating the number issued by Income tax department of India. Attested copy of the Goods & Service tax registration certificate with GST number.
4.	The bidder should have requisite Electrical Contractor License.	Attested copy of license issued by Directorate of Electrical Safety.

Section-I: Eligibility Criteria for Bidders

4.	No deviations from terms and conditions of Bid document.	Proforma for 'no deviations' given in <i>Annexure-II</i> of this bid document duly filled and signed by the bidder.
5.	Undertaking for mandatory compliance of all statutory liabilities and other terms and conditions as specified in the document.	Affidavit to be furnished on non-judicial stamp paper of Rs. 100 duly notarised as per the Proforma for undertaking given in <i>Annexure-III</i> .
6.	The bidder should not be blacklisted or debarred by any agency or department of Government of Uttar Pradesh (including State Public Sector Undertakings of UP) during a period of last three years. The bidder must be not black listed as on date of bid submission by any department or PSU of Government of Uttar Pradesh / Government of India <i>(The bidder (s) must sign a declaration)</i>	Proforma for 'No Blacklisting' given in <i>Annexure-VI</i> of this bid document duly filled and signed by the bidder (s) is to be provided to the Owner.

The essential Financial Eligibility criteria for bidders have been given in table hereunder:

S no.	Eligibility criteria	Supporting documents required
1.	The Bidder shall have Annual Turnover not less than Rs. 10 Crores in any one of the last three financial years i.e., FY 2017-18, FY2018-19 & FY 2019-20	Copies of Audited annual financial statements like Balance Sheet, P&L statement along with audit report certified by the appointed Statutory Auditor must be provided for last three (03) financial years. A CA Certificate to be provided.
2.	The Bidder's Net worth should be positive in the FY 19-20.	Copies of Audited annual financial statements like Balance Sheet, P&L statement along with audit report certified by the appointed Statutory Auditor must be provided for financial year FY 2019-20. A CA Certificate to be provided.

Section-II: Instructions To Bidders (ITB)

1. Definition(s)

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall generally 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 Owner in the context of this bidding process.
- 1.2 “Agency” shall mean the successful bidder who has received the Letter of Intent, detailed work order, and signed the agreement with the Owner to execute the Contract.
- 1.3 “Award of Contract” shall mean the issue of the detailed work order after the issue of Letter of Intent.
- 1.4 “Bid” 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 submits their bid against a RFP or enquiry.
- 1.6 “Bid documents” shall mean all the documents issued to the bidder to procure works/services and also mean the RFP (Request for Proposal).
- 1.7 “BG” shall mean Bank Guarantee.
- 1.8 “Business” shall mean advertisement, publicity, hoardings, banners, LED / LCD streaming etc. which is relation to work described in scope of work.
- 1.9 “Commencement period” shall mean the period of 60 days from the date of issue of Letter of Intent.
- 1.10 “Companies Act” shall mean The Companies Act, 1956 / 2013 (as amended or replaced from time to time).
- 1.11 “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;
- 1.12 “Contract” means the Contract Agreement entered into between the Owner and the Agency, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- 1.13 “Contract value” shall mean the Original contract value, as adjusted after giving effect of (i) price escalation (if any as per contractual provisions), and (ii) changes in statutory taxes which is to be compensated by Owner as per the contractual provisions (if any).
- 1.14 “Circle office” shall mean Distribution Circle Offices which manage and control working of Divisions. Circle Office operates under Zonal Office and has a number of divisions.

Section-II: Instructions To Bidders (ITB)

- 1.15 “Division office” shall mean offices which manage and control working of all the consumers in the Division and operates under Circle office.
- 1.16 “Effective date of contract” shall mean the day after expiry of 60 days’ from the date of signing of Letter of Intent.
- 1.17 “EMD” shall mean Earnest Money Deposit.
- 1.18 “Feeder” is an electrical network supplying power from substation to consumers.
- 1.19 “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Owner from time to time during the Contract Period.
- 1.20 “LT” shall mean low tension voltage
- 1.21 “LT high value consumer” shall mean consumers with contracted load of 10 kW and above.
- 1.22 “Month” shall mean calendar month.
- 1.23 “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/e-mail to the last known private or business address or registered office of the addresses and shall be deemed to have been received when in ordinary course of post, it would have been delivered.
- 1.24 “Owner” or “DISCOM” shall mean Kanpur Electricity Supply Co. Ltd. (KESCo),.....
- 1.25 “Quarter” shall mean a period of three consecutive month starting from 1st April to 30th June/ 1st July to 30th September/ 1st October to 31st December/ 1st January to 31st March.
- 1.26 “Services” shall mean all the services which the successful bidder is required to provide under the scope of work to the Owner under the Contract.
- 1.27 “Successful bidder” shall mean the bidder who has received the Letter of Intent from the Owner to execute the contract.
- 1.28 “Work Order” means detailed written order signed by the Owner after the successful bidder has acknowledged the Lol. This along with Lol, Specifications (RFP) document and the bidders response to RFP shall constitute Part of the Contract.
- 1.29 “Work” shall mean services to be provided by the Agency under the ‘Work Order’ or ‘Contract’.

Section-II: Instructions To Bidders (ITB)	
2.	Availability of Bid documents
2.1.	The bid document will be uploaded on the website as mentioned in RFP, the same can be downloaded and submitted along with all the requisite documents and Bid Document Fee on due date of submission. The Bid Document Fee shall be submitted online at the time of submission of the Bid. The rules in reference to Bid Document fee for MSE shall be applicable as per Orders of the Government of Uttar Pradesh.
3.	Invitation of Bids
3.1.	The Owner is hereby inviting unconditional bids for procuring works/services as specified in Section-III: Scope of Work of this bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling all the criteria specified in Section-I “Eligibility criteria for bidders” of this bid document. The bidding process shall be undertaken through Single-Stage Two-Envelope method through e-tendering.
4.	Eligible Bidders
4.1.	A Bidder shall be eligible if documents as required in Section -1 of the bid document are provided by it alongwith bid document fee and Declaration form in lieu of EMD subject to clause 4.2 below -
4.2.	Bidders shall provide such evidence of their continued eligibility satisfactory to the Owner, as mentioned in the RFP document and the Owner may reasonably request any further information to be provided by it.
5.	Responsibility of bidder(s)
5.1.	The Owner will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the Owner or any other data.
5.2.	Verbal agreement or conversation with any officer/employee of the Owner either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.
5.3.	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.
6.	Eligibility criteria
6.1.	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 Owner. The detailed eligibility criteria are listed out in Section-I: Eligibility criteria of Bidders of this bid document.
6.2.	Notwithstanding anything stated therein, the Owner reserves the right to inquire and review the bidder's capability and capacity to perform the work as per Scope of Work and financial capabilities during the course of evaluation.
7.	Project site visit
7.1.	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.
7.2.	The bidder and any of its authorized personnel shall be granted permission by the Owner 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 Owner and its

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personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection/visit/ in the course of execution of work if awarded.

8. Process to be Confidential

8.1. 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 Owner.

9. Clarifications on bid documents

9.1. 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 Owner in writing through email mentioned in RFP document.

9.2. The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).

9.3. The Owner may respond to those queries or request(s) for clarification that it receives during pre-bid conference or prior to the scheduled/extended date of submission of bid documents as prescribed by the Owner. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be intimated to all bidders. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder’s Proposal.

The response to the queries of the bidder, if any, the KESCo will upload on the website in the form of amendment of this RFP document.

9.4. The Owner reserves the right to defer/decline responding or addressing to such queries/clarification sought by the bidders that it feels are inappropriate without assigning any reasons whatsoever.

10. Preparation of Bids

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

10.2. The Bidder shall prepare the bid by providing an index on the top and provide page numbers for each submitted document. The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.

10.3. All pages of the bid document(s) including conditions of Contract, specification, 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 bid documents at the time of submission, failing which bid will be treated as non-responsive and will not be considered. Any bid not bearing signatures on all the documents shall stand liable for rejection.

10.4. No corrections, even with signature, shall be allowed in the schedule of price, the rates quoted in the schedule of prices shall also be signed with date by bidder before submitting the bid. Non-compliance with these conditions will make the bid liable to rejection.

Section-II: Instructions To Bidders (ITB)	
10.5.	Bid documents shall be written legibly and free from erasure, overwriting or conversions of figures. Any corrections, where unavoidable, shall be made by crossing it out, duly signed with date. The bids found with over writing, erasures, etc. are likely to be rejected.
10.6.	General information, which is not specifically requested for in the bid documents, must be attached separately to the Technical proposal and clearly labelled as " Supporting Material ".
11. Deviations from terms and conditions of the bid	
11.1.	The bidder/Agency must furnish Annex-II: Proforma for 'No Deviations' from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.
12. Bid Forms	
12.1.	Wherever 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.
12.2.	For all other cases, the bidder shall design a form to get the required information from the bidder.
12.3.	Owner shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.
13. Conditional Bid	
13.1.	The bidders shall offer only unconditional bid(s) as conditional bid(s) are liable to be rejected.
13.2.	Bidder's printed terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. The conditional bids or bids with any deviation shall stand liable for rejection by the Owner.
14. Deadline for submission of bids	
14.1.	In the event of the specified date for submission of bids being declared a holiday for the Owner, 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).
14.2.	The Owner may, at its discretion extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the Owner and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.
15. Late Bid	
15.1.	Bidders shall not be eligible to upload their bids after the closure of end date & time for bid submission.
16. Withdrawal of Bids	
16.1.	The bidder shall not be permitted to withdraw their bid during the interval between bid submission end date & time and the period of bid validity. If any withdrawal of bid is made by the bidder during the above period, it shall be construed as non-compliance of RFP conditions and Declaration Form in lieu of EMD. The Discom may initiate proceedings for black listing of the bidder.
17. Associated cost of bid preparation and submission	
17.1.	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.

Section-II: Instructions To Bidders (ITB)	
17.2.	The Owner shall in no case be responsible for or liable to the costs or in Owner's evaluation of bids, regardless of the conduct or outcome of the bidding process.
18.	Language of the bid
18.1.	The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the Owner 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 purposes of interpretation of the bid, the English translation shall prevail.
19.	Amendment(s) to bid documents
19.1.	At any time prior to the end date & time for submission of the bid or extended date, if deemed necessary, the Owner reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum.
19.2.	The amendment(s) to bid documents shall be binding on all bidders.
19.3.	In case when the interested bidder has already submitted its bid, after which the Owner issues an addendum/amendment/modification to the said bid document, then such bidders shall have the privilege to submit addendum to the already submitted bid.
20.	Earnest Money Deposit (EMD declaration shall be submitted by the bidder as per the specified format)
20.1.	If the successful bidder fails to furnish the EMD Declaration as per the specified format in lieu of EMD, the bid submitted by the Bidder shall be considered non-responsive and such bid shall be rejected by Discom.
21.	Documents comprising the bid
21.1.	Part-I: Technical Bid (to be submitted online "Bid Document Fee, Proforma and requisite documents" along with bid specification number; power of attorney, SME certification, name of work/service; name, address and contact of the bidder; and due date/time of bid opening): It shall contain declaration for EMD/bid document fee online transfer receipt scanned copy.
21.2.	It shall also contain all the documents as notified in the bid document and in the Tender Form. Other documents/Proforma (if any) provided in Annexures or elsewhere in the RFP and are pertinent to Technical evaluation shall necessarily be furnished (duly filled and signed).
21.3.	Part-II: Financial Bid: Financial Bid shall be submitted online only in the Proforma as given in Annexure-IV. While preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the RFP.
22.	Submission of bid
22.1.	Bid shall be submitted online. It shall be provided with an index and corresponding page numbers with all the requisite documents, bid specification number; name of work/service, name, address and contact of the bidder; and due date/time of bid opening. <ul style="list-style-type: none"> a. The bidders are requested to ensure that they furnish the technical bid appropriately online which should be DIGITALLY signed. b. The Bidders are requested to ensure that all required schedules duly filled-in, are submitted with the bid. c. The submission of a bid by the bidder implies that it has read and accepted the instructions, conditions of the Contract and made itself aware of the scope and conditions of the work to be carried out as per this bid document. The Owner will not, after acceptance of Contract rate, accept any demand including any charges for any

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reason whatsoever from the bidder, in case the bidder is found later to have misjudged any condition(s).

- d. It is necessary to purchase the Bid documents online by transferring bid document fee on Discom's Bank Account as provided earlier in the bid document. The rules for MSE for bid document fee shall be applicable as per orders of the Government of Uttar Pradesh.

- 22.2. PERIOD OF VALIDITY of the offer shall be specifically mentioned by providing undertaking in the technical bid. The period of validity shall not be less than that specified in the RFP. The financial Bid shall not be opened in case the period of validity is not provided in the technical bid or if the specified validity period is less than what is specified in the bid document.
- 22.3. Post/Couriered/Tele Fax/E-mail bids will not be accepted and will be summarily rejected.
- 22.4. All required copies of the Technical Proposals are to be made from the original only.
- 22.5. An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization in favour of signatory shall be signed by Partner or the Director, as the case may be, in the form of a written power of attorney on Rs. 100 Stamp paper.
- 22.6. Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete bid of the bidder and any further communication which is accepted by the Owner shall make part of Contract documents in case of successful bid.
- 22.7. The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in words as well as in figures.
- 22.8. No post bid development shall be allowed regarding any change in terms of prices or Technical 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 condition shall not be entertained whatsoever.
- 22.9. The bid documents include certain statements, description, projections etc. with respect to the Owner and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

23. Opening of bids

- 23.1. The Owner shall open online bids at the date and time for opening of bids as specified in this RFP or on the date and time as intimated to the bidder on successful completion of evaluation of essential eligibility criteria 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 Owner, the bids will be opened at the appointed time on the next working day.
- 23.2. The bidders' names, bid prices, and the presence or absence of the requisite EMD declaration and such other details as Owner at its discretion may consider appropriate, will be recorded at the time of bid opening.

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23.3.	Opening of online Financial bid of Successful Technically Evaluated bidders
23.3.1.	Opening of Financial bid: Financial bid of only those Bidders shall be opened on-line who are determined as having submitted substantially technically responsive bids. A negative determination of the bids, shall be notified by the Owner to such Bidders and the financial bid uploaded by them shall not be opened. All the eligible bidders will be informed the date and time of opening of their financial bids beforehand.
23.4.	It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section.
24.	Canvassing of bids
24.1.	Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the bidders 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 Owner's personnel or representative on matters relating to bid under process. As any such effort or activity shall result in rejection of that bidder's proposal/offer.
25.	Owner's right to accept any bid, and to reject any or all bids
25.1.	The Owner reserves the right to accept or reject any bid, and to annul 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 obligation 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 Owner in this regard.
26.	Currency of Financial Bid
26.1.	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).
27.	Interpretation of conditions of bid(s)
27.1.	The Owner shall be the final authority to interpret any or all condition(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 Owner shall be final and binding on all the bidders.
28.	Validity of bids
28.1.	The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid or any other extended date for their receipt or any other extended period consented upon by the bidders (The Owner 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.
28.2.	The bid along with the rates and condition thereby shall be eligible for acceptance of the Owner 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 bid on any ground by successful bidder be entertained within validity period. In case the Owner requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid. In case Bidder does not extend the validity, it must respond it's unwillingness within 7 working days from the date of receipt of letter to this intent so that its bids are not considered for award of contract.
29.	Issue of Letter of Intent, Detailed Work Order and Signing of Contract

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29.1.	The designated authority of Distribution Company shall issue the Letter of Intent to the successful bidder whose bid has been adjudged successful after Technical and financial evaluation.
29.2.	The designated authority of Distribution Company shall issue a detailed work order to the successful bidder.
29.3.	Along with the issue of the detailed work order, to the successful bidder, Contract Agreement shall be signed between the two parties by the designated authority of the Distribution Company.
30.	Commencement Period and Effective date of contract
30.1.	The successful bidder shall be given a commencement period of 60 days from the date of issue of Letter of Intent. During this period, the Agency shall understand the present process and infrastructure of Owner and shall arrange for necessary resources within this period to carry out the Contract.
30.2.	The Contract shall start after 60 days of the date of issue of Letter of Intent which shall be deemed as effective date of contract for the contract purpose.
31.	Extension of Period
31.1.	The contract period is 3 years. However, the contract can be extended on terms & conditions mutually agreed by the Owner and the successful bidder
32.	Bid evaluation
	Preliminary examination
32.1.	The Owner will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids documents are generally in order.
32.2.	The Owner 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 any Bidder as a result of the technical and commercial evaluation,
	Examination of Substantive responsiveness and Qualification requirement
32.3.	<p>Prior to the detailed evaluation, the Owner 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.</p> <p>For purposes 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, conditions 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 (i) 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 Owner'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.</p>
32.4.	During bid evaluation, the Owner 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 Owner may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected.

Section-II: Instructions To Bidders (ITB)

- 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.
- 32.5. Bids containing deviations from critical provisions will be considered as non-responsive and shall be liable for rejection.
- 32.6. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 32.7. The Owner will ascertain to its satisfaction whether Bidders having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.
- 32.8. The evaluation will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract work in hand, future commitments & current litigation and past performance during execution of contracts that have been awarded by the Owner 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 Owner deems necessary and appropriate including the information available in public domain or on internet. This shall, however, be subject to assessment that may be carried out, if required, by the Owner.
- 32.9. The Owner may waive off any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
- 32.10. An affirmative determination will be a prerequisite for the Owner to evaluate the financial bid 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.
- 32.11. To assist in the analysis, evaluation and computation of the bids, the Owner 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.

Section-III: Scope of Work

1. Background

1.1. The Purpose of this RFP is to appoint an established Advertising and Publicity agency by the State Electricity Discom namely Kanpur Electricity Supply Co. Ltd.(KESCO) within its license areas covering all cities and villages, by entrusting them "Right of Use" of the Poles erected for electricity supply, to put up hoardings on the poles as per specifications as approved by the Discom & Safety Regulations for the purpose of advertisement and publicity of their clients. The Agency shall ensure compliance of all the specifications & safety regulations during erection of any kind of advertisement, working of its employees during construction and Operations & maintenance.

SCOPE OF WORK:

- i. The selected bidder will be provided Right of Use for Electricity Poles of KESCO which can be used as advertising space by erecting temporary structures of conventional hoardings, Neon sign boards wherever it is technically feasible to provide electricity connection, front lit, back lit, displays etc.
- ii. The electricity connection under LMV-9 tariff category for commercial purpose may be provided to the agency wherever it is technically feasible on submission of application form & payment of charges as per Cost Data Book as approved by the Hon'ble UPERC. The Agency shall pay for the electricity / water consumption where the connection is being availed from Discom. The non-payment of the electricity bill shall attract provisions of Electricity Supply Code and prevalent tariff order for disconnection & reconnection.
- iii. The dimensions of each of the pole kiosks shall not exceed 10 sq. ft. (preferably 4ft. X 2.5 ft.) and the weight of it will not exceed 1.7 Kg including the weight of mounting clamps and fasteners. The mounting arrangements will be such that it will not cause rusting of the poles. The mounting of these kiosks will be done in a manner that it does not obstruct the climbing of the linemen/repairmen and it will also ensure that there is no possibility of flow of leakage current.
- iv. The cost of structures, machines, publicity material and display material, including for the advertisement of Discom as mentioned below in (vii & viii), shall be borne by the selected bidder at its own cost.
- v. The agency has to erect the hoarding structures according to the Safety Rules for Electricity and mechanical strength.
- vi. All Advertisement/Publicity contracts shall be procured by the successful bidder at its own cost. However, the successful bidder shall not exhibit any display, which affect public morality or hurt sentiments of any caste, creed or religion, are obscene and the display which are banned by central or state government If the agency displays such commercial or non-commercial media a penalty of Rs. 50,000 per incident will be imposed and the same shall be removed immediately not later than 24 hours by the agency upon serving of notice by the Discom. In the event of failure of agency to comply with directives issued in the notice, the Discom shall remove the hoardings / display unit / advertisements through other contractor and the cost of removal shall be recovered from the agency.
- vii. VVNL shall have a right on the 10% of poles for the purpose of advertisement by the Discom / associated electricity distribution related messages. The computation of 10% of poles shall be on the basis of each city / village i.e. if in a city there are 1000 poles then 10% shall be of that city only.
- viii. During the period of contract, if necessitated for carrying out repairs, maintenance, laying of power lines, widening of road/pavement or for any other purpose or reason by

the Discom, the agency shall be required to remove the hoarding, neon sign boards, or any other such temporary structure. The discom shall not provide any alternate site to the agency in lieu of it. In such cases the agency will be eligible to reduce monthly rent on prorated basis for the relevant period on the basis of rates quoted as rent per month by it for pole.

Estimated quantity of poles in Discom in Zones:

The expected quantum of poles in each Zone is given below for KESCO .

Section-III: Scope of Work

Sr. No.	Zones	Pole (Nos.) in Thousands		
		Urban	Rural	Total
1	KESCo	50000	0	50000

- a. Bidders will be eligible to use all the poles in all the areas mentioned above. The Right to Use of poles, leaving 10% for utility as per para 1.1 (vii), shall be provided to bidder whose financial quote is highest for all the offered poles and the terms & conditions mentioned in Financial Bid.
- b. The financial Bid has to be provided on the basis of Fixed Rent per month payable by the successful bidder during the term of contract after completion of 30 days from the effective date the Contract.
- c. Irrespective of the fact that the Agency is not able to utilise 100% of quantity of poles, the Agency shall be liable to pay 100% monthly rent as per Contract. The financial bid should, therefore, be submitted by the bidder considering the usage of all the poles including the poles used for discom. The Discom shall not reduce the monthly rent if the successful bidder complains of under-utilisation or lack of availability of advertisement business.
- d. If during the period of contract, in any month, new electricity poles are installed that are under the area of supply of Discom such new poles shall be offered to Agency for advertisement purpose. The agency shall have first right of acceptance. The agency shall provide its acceptance within 60 days for such offered poles. The bill for utilization of such poles will be raised on monthly basis by Discom. In case acceptance is not provided by the agency, it shall be considered as deemed acceptance of the agency after 60 days. The monthly rent shall be applicable from the first day of the following month. For the clarity, if new poles are offered on 10th October, the 60 days will be completed on 9th December and, therefore, the applicable rent shall commence from 1st January for which billing will be done on 1st February.

2. Activities to be performed by the Agency

Kanpur Electricity Supply Co. Ltd.(KESCo)will ensure the agency to provide all the locations to the agency on demand after signing of Contract and Submission of Contract Performance Guarantee for Nagar Nigam.

1. Adhering to Safety Compliances during erection, maintenance and operations of all structures / advertising materials etc.
2. To apply for electricity connection wherever electricity is required for advertisement purposes.

Section-III: Scope of Work

3. To make the payment to KESCo as per Contract within due date.

2.2 KESCo Responsibility

In line with the requirement of the scope of work, the support from DISCOM for the contract to the successful bidder shall be as follows:

1. The Discom will appoint a Nodal Officer at its Head Quarter who will co-ordinate with the agency. The Nodal Officer shall carry out following activities in relation to contract:
 - a) Coordination between agency and officers at Zone / Circle / Division level to sort out issues during contract execution period
 - b) Collecting and providing information on new poles.
 - c) To carry out all commercial and contractual functions including monthly billing
 - d) Any other activity which is entrusted by the management
2. The agency will carry out own Survey for validation of maps provided by Discom and submit it to Discom. The Discom will communicate within 21 days if there is any anomaly. If Maps and required poles are in line for the purpose of advertisement, the same will be consented within 21 days by the Discom, failing which it will be deemed approval and Agency can proceed with execution of the works with all the safety regulations and specifications as approved by the Discom.
3. To provide any new poles that are installed under KESCo which can be used for advertising purpose to the agency.
4. Providing temporary Electricity connection as per guidelines of Electricity Supply Code and prevalent tariff category as approved by Hon'ble UPERC. The Executive Engineers will make sure to install & energise electricity connection within 15 days after deposit of estimate by the Agency.
5. Matters involving local bodies about fee sharing etc. will have to be handled by Owner at its own cost. Any other matter will have to be handled by the agency at their own cost.
6. The Owner (Discom) shall pay 10% of revenue it earns from the advertising business under this RFP to the Local Bodies.

Section-IV: General Conditions of Contract (GCC)

1. Owner's representative

- 1.1 The Owner shall appoint at its Discom Head Quarter an officer, not below the rank of Executive Engineer, designated as the Controlling Officer/Officer-in-charge/Nodal Officer who shall carry out the functions and obligations of the Owner under the Contract.

Such representative shall verify the number of new electricity poles that are installed in the area of supply of KESCo which can be used for advertisement purpose.
- 1.2 The Owner may from time to time appoint any other person as the Controlling Officer/ Officer-in-charge/ Nodal Officer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Agency without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/services. The Controlling Officer/ Officer-in-charge / Noda Officer shall represent and act for the Owner at all times during the currency/validity of the Contract.
- 1.3 Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge/ Nodal Officer of the Owner to shall be binding on the Agency.
- 1.4 All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge/ Nodal Officer.
- 1.5 The Controlling Officer/ Officer-in-charge / Nodal Officer may authorize his representative(s) as site-in-charge for the works/services.

2. Agency's Representative

- 2.1. The Agency shall employ at least one In-charge per Zone who could also be a working person (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge/Nodal Officer by the Agency) as per Manpower Requirement under Section III: Scope of Work to supervise the works/services. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Owner. Any written order or instruction which the Controlling Officer/officer-in-charge/ Nodal Officer or his duly authorised representative may give to the said representative of the Agency shall be deemed to have been given to the Agency.
- 2.2. The Controlling Officer/officer-in-charge/ Nodal Officer shall be at liberty to object to the presence of any representative or person employed by the Agency for execution of the Contract or otherwise at the site, who in his/her opinion is found to have done misconduct himself/herself or be incompetent or negligent and the Agency shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge/ Nodal Officer a notice in writing requiring him to do so and shall provide in his place a competent representative at the Agency's risk and expense.
- 2.3. To inform the Owner's representative about the number of new electricity poles that are installed in the Discom area

3. Bankruptcy/Insolvency of the Agency	
3.1	If during the tenure of contract, the Agency is adjudged bankrupt or insolvent, or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Owner shall be at liberty to terminate the contract with the agency. The Owner, at its own discretion, may allow agency to continue performance of the contract for the remaining period subject to the condition that it is provided with adequate payment security.
4. Duty and Behaviour of Agency's Personnel	
4.1	The personnel deployed by the Agency must always carry their Photo -ID card given by the Agency.
4.2	The personnel deployed by the Agency shall maintain the decorum and obey the instructions of the officer-in-charge of the Owner for that particular work and place of duty. Since the advertisement and publicity works are in public domain, employees and representatives of the Agency will make ensure that no act of theirs affects the reputation & financial of UPPCL & KESCo .
4.3	It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Officer-in-charge of the Owner shall be final and binding on the Agency in all such matters. In case, the agency is not satisfied to decision of officer-in-charge of Owner, matter may be brought to Notice of Managing Director of the Discom.
5. Safety Provisions, Electricity Connections and other Provisions	
5.1	<p>a) The Agency shall at its own expense, arrange for the safety in its operation as per applicable safety rules and regulations. The Agency shall adhere to Safety rules in respect of Electricity Safety Rules and for mechanical safety. It is the responsibility of the Agency to deal with any liability arising due to any injuries occurring to the Agency's staff during performance of duty. The Owner would not be liable to pay any compensation to the injured employees of the Agency under any circumstances.</p> <p>b) In case the Agency fails to make such arrangement, the authorized officer/staff of the Owner shall be entitled to recover the costs thereof from the Agency. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Agency shall without prejudice to any other liability pay to the Owner a penalty amount, as determined by the competitive authority of the Owner.</p> <p>c) The dimensions of each of the pole kiosks shall not exceed 10 sq. ft. (preferably 4ft. X 2.5 ft.) and the weight of it will not exceed 1.7 Kg including the weight of mounting clamps and fasteners. The mounting arrangements will be such that it will not cause rusting of the poles. The mounting of these kiosks will be done in a manner that it does not obstruct the climbing of the linemen/repairmen and it will also ensure that there is no possibility of flow of leakage current.</p>

d) These display will not use electricity from the poles illegally under any circumstances though these could be battery operated. Anytime agency found to be using the electricity illegally will attract penalty and cancellation of contract along with forfeiture of Contract Performance Guarantee.

6. Checks and Supervision by the Agency

6.1 The Agency shall ensure that its personnel perform their duties efficiently and deliver quality output to the Owner. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to the Owner shall be recovered from the amounts payable to the Agency and its security deposits or Contract Performance Guarantee.

7. Notices and Instructions

7.1 The Agency shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Owner. Any notice or instructions to be given to Agency under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Agency last notified by them or delivered to authorized signatory.

8. Health of the Personnel deployed

8.1 All persons deployed by the Agency shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the Owner's property/interest due to deployment of such personnel, the same shall have to be replaced by the Agency without any extra cost to the Owner.

9. Uniforms and other supplies

9.1 The Agency shall be required to adopt proper dress code and ensure that all personnel employed for doing this job are neatly attired.

Each deputed person shall carry Photo-ID card issued by the Agency at all times and in case of expiry of the card, the same shall be promptly renewed by the Agency. Agency will ensure timely issuance of the ID cards which will be valid for the period of Contract.

10.	Removal/Replacement of Personnel deployed
	<p>The personnel being deployed by the Agency shall ordinarily be continued and would not be changed without written intimation, consultation and approval of Officer-in-charge of the Owner.</p> <p>Upon the written directions of the Officer-in-charge of the Owner, the Agency shall immediately remove from the works/ services any person or persons deployed thereon, who may in the opinion of the Officer-in-charge is incompetent or responsible for misconduct. In case the Agency has any difference of opinion with Division in-charge of Owner in this regard, the matter shall be referred to Circle-in-charge whose decision shall be final and binding by the Agency.</p> <p>Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or any other officer authorized for such purpose.</p> <p>All personnel engaged under this Contract by the Agency shall be employees of Agency. Owner shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation, etc. for obtaining any job with the Owner or elsewhere.</p>
11.	Subletting
	<p>The Agency shall not sublet any activity or any part thereof under the Contract without the specific written consent of the Owner.</p>
12.	Force Majeure
<p>12.1</p> <p>12.2</p> <p>12.4</p>	<p>Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.</p> <p>Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.</p> <p>A notification to this effect duly certified by statutory authorities shall be provided by the Agency to the Owner. The authority as decided by the Owner (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on bidder/Agency.</p> <p>In case any Municipal Authority, Gram Panchayat, Nagar Nigam, Nagar Palika or any such authorised Government Agency declares Right to Use of Electricity Poles or any property of UPPCL or KESCo for the purpose of advertisement to be illegal and this results into shut down of operation of Contract under this Bid, it shall be subject to</p>

Force Majeure Conditions. For the period in which such force majeure condition is applicable, the agency will not be required to pay charges for that period to KESCo after taking approval of such force majeure conditions from KESCo .

13. Damage to property and injury to personnel

- 13.1. The Agency shall indemnify and keep indemnified the Owner against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 13.2. The Owner shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Agency. The Agency shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.
- 13.3. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Owner shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of Owner shall be final in regard to all matters arising under this clause.
- 13.4. In case it is found that any theft or damage has occurred to the property or premises of the Owner due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by the Owner shall be recovered from the Agency's through a supplementary bill or from their Contract Performance Guarantee or in any other manner as may deemed fit.
- 13.5. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Owner, it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Owner.
- 13.6. The Owner shall be deemed to be indemnified by the Agency for lapses or other mischief's etc. by its personnel.
- 13.7. Claims arising due to "any activity" shall be liable for adjustment from amount payable to Agency from its bills.

14. Settlement of Disputes and Arbitration

- 14.1
 - a) UPPCL and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 - b) If the Parties fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to court of arbitration through following mechanism: -

	<p>c) In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator, to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.</p> <p>d) The place of the arbitration shall be Lucknow, UP.</p> <p>e) The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.</p> <p>f) The proceedings of arbitration shall be in English language.</p> <p>g) The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.</p>
14.2	Notwithstanding any disputes with reference to the Contract pending for arbitration, the Agency shall continue to perform its obligations in accordance with the Owner's decision or instructions.
15.	Jurisdiction
15.1.	Any dispute or difference, arising under, out of, or in connection with RFP/ Contract order shall be subject to exclusive jurisdiction of Allahabad High Court.
16.	Blacklisting
16.1.	In case(s) of severe default(s) by the Agency (including but not limited to clause 19 of this section) or failure in performance of contract successfully during the tenure of the contract or failure in making payment to Discom against monthly rent / supplementary bills / late payment charges, the process of blacklisting or debarring of Agency and recoveries (if any) thereof may be undertaken by the Owner if deemed necessary.
17.	Necessary Compliances
17.1	If any of the persons engaged by the Agency misbehaves with any officials of the Owner or its consumers or commits any misconduct in connection with the property of the Owner or suffers from any serious communicable diseases, the Agency shall be liable to replace them immediately.
17.2	The Agency should comply with all the applicable laws in force and effect for the time being, including being, registered under the various applicable labour laws.
18.	Taxes
18.1	The Agency shall be responsible for payment of all taxes including GST, duties, statutory/local levies arising as a result of commercial transactions under this Contract. Discom shall not be responsible for any tax related liability.
18.2	The Agency shall furnish the quoted prices strictly as per the format of the price schedule provided with the bid document. All taxes and duties shall be payable by Agency at prevalent rates.
18.3	During the Contract period, the Agency shall make payment of the applicable taxes at prevailing rates as per Government of India guidelines including the extended period if any.

18.4	If any tax exemptions, reductions, allowances, or privileges may be available to the Agency, the Owner shall use its best endeavors to enable the Agency to benefit from any such tax savings to the maximum allowable extent.
18.5	The statutory deduction of income tax at source, related to these works and services, shall be done by the Agency and tax deduction certificate shall be issued by the Agency wherever applicable as per law.
18.6	If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Agency in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.
19. Termination of Contract	
19.1.	<p>Events of default</p> <p>Any of the following events shall constitute an “Event of Default”. The occurrence of any “Event of Default” shall lead to consequences as brought out in Clause 19.2</p>
19.1.1.	<ul style="list-style-type: none"> i. If the Agency fails to start the works/services on the specified date and time as per Section-III: Scope of Work. ii. If the Agency fails to deliver services as per Section-III: Scope of Work. iii. If the Agency unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract. iv. If the Agency becomes bankrupt or insolvent, goes into liquidation. v. If the Agency fails to make payment of any amount payable to the Owner, as and when the same becomes due. vi. If the Agency fails to provide, renew or replenish the payment security and / or contract performance guarantee. vii. If the Agency has made any false or misleading representation or warranty. viii. If the Agency transfers, otherwise then pursuant to contract, any material or property of the Owner. ix. If the Agency indulges in any malpractice or corrupt practice. x. If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Agency or his employees.
19.2. Consequences of occurrence of Event of Default as per Clause 19.1 – “Termination upon Event of Default”	
<p>In case of occurrence of Event of default as mentioned in Clause 19.1 of Section-IV “General conditions of Contract”, the Owner shall issue a notice related to “Event of Default” to the Agency. The Agency shall be required to mitigate the reasons for “Event of Default” and submit its response to Owner in writing within 15 days of issuance of notice of “Event of Default”.</p>	
<p>In case of non-mitigation of reasons of “Event of Default”, or non-responsiveness, or unsatisfactory response from the Agency within the stipulated timeline as per Clause 19.2.1 of Section-IV “General conditions of Contract”, the competent authority of the Owner, may at its discretion, terminate the Contract either in whole or in part, by issuing a “Order for Termination”.</p>	

The termination shall take effect on 30th day of issuance of “Order for Termination”, or such extended period (over and above 30 days) as may be decided by the Owner.

19.3. Effect of Termination (upon default)

19.3.1 Upon serving the “Order for Termination”, the Owner shall have rights to step-in and takeover the operations. The Agency shall be obliged to co-operate with Owner and provide all necessary support, data, documents, information, etc. which may be required by the Owner for successful takeover of the operations and continuum of the services. However, during transition period the Agency shall continue to provide such services, as may be required by the Owner for smooth take-over of operations.

19.3.2 If the contract has been terminated on occurrence of “Event of Default” as defined in Clause 19.1. The Contract Performance Guarantee submitted by the Agency shall be invoked on or after the effective date of “Termination of the Contract” and amount so realised shall be forfeited by the Owner, as a reasonable pre-estimate of the losses which have occurred to the Owner due to non-performance of the Agency.

19.3.3 The Owner unconditionally reserve the rights to claim from the Agency, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.

19.3.4 The Owner shall not be liable for payment of any compensation, whether in contract or otherwise, towards the Agency or any third party, upon termination of the contract.

19.3.5 Upon termination of the contract, the Agency shall immediately:

- a. Remove its manpower deployed on performance of services pertaining to the Contract;
- b. cease all further work, except for such work as the Owner may specify in the “Order for Termination” for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
- c. terminate all subcontracts, except those to be assigned to the Owner;
- d. remove all Agency’s equipment from the site, repatriate the Agency’s and its subcontractors’ personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- e. deliver to the Owner the parts of the facilities executed by the Agency up to the date of termination;
- f. to the extent legally possible, assign to the Owner all right, title and benefit of the Agency to the facilities as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Agency and its Subcontractors; and
- g. Deliver to the Owner all non-proprietary drawings, specifications and other documents prepared by the Agency or its Subcontractors as at the date of termination in connection with the facilities.

19.3.6 The Owner shall have the rights to recover from the Agency any loss or damage occurred to the property/ items/ materials/ equipment etc. of the Owner, due to any act of Agency or its personnel.

20. Patent Indemnity

20.1. The bidder shall indemnify and hold harmless the Owner, it’s successors or assignees, it’s employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature,

including attorney's fees and expenses, which the Owner may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract. In the event of any claim being made or action being brought against the Owner or its representative or its employees in respect of any such matters as aforesaid, the bidder shall immediately be notified thereof.

21. Conflict of Interest

- 21.1. The bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if including but not limited to:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Owner regarding this bidding process; or
 - (e) A Bidder participates in more than one bid in this bidding process, except for alternative offers permitted under Section-II: Instructions to Bidders of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 21.1 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another bid or of a firm as a Subcontractor in more than one bid; or
 - (f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the bid or involved in providing consultancy services to DISCOMs for managing/monitoring this bid.

22. Corrupt or Fraudulent Practice(s)

The Owner requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

In pursuance of this policy, the Owner defines, for the purposes of this provision the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.

“Fraudulent practice” means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

The Owner will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.

The Owner may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the Owner.

Any act of fraudulence, which can be purported or being attempted with intent to deceive the Owner, by the persons engaged in this work/service shall entail legal prosecution under Section 135, 150, etc. of Electricity Act, 2003 read with other provisions of Indian Penal Code (IPC). To safeguard against fraudulent practices necessary procedures will be finalized by the Owner. The Agency must (without fail) follow the instructions in this regard.

23. Financial evaluation

23.1. The bidders who are qualified in technical evaluation shall stand eligible for opening of financial bid opening.

23.2. The Bidder is required to quote fixed rent to be paid per month in the price schedule as per Annexure IV.

23.3. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of its bid for the work and prices stated in the schedule. The prices quoted shall cover all obligation of the bidder under the Contract and all materials and things necessary for the proper completion and maintenance of the works/services.

The Owner will examine the financial Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order such as providing GST and any other applicable taxes extra. The financial Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications are liable to be summarily rejected.

23.4. The price shall be quoted online in Proforma for Price Schedule both in figures and words clearly and digitally signed by the bidder or its authorized signatory.

23.5. Price reasonability for bidders/agencies shall be exercised as per the discretion of the Owner.

23.6. The UNIT of measurement for quoting price for the tasks specified in the Price & Quantity schedule (Financial Bid) should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the price schedule and quoted price shall be considered only as per the specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else proceedings for black listing shall be commenced.

23.7. The Owner will open on-line Financial Bid at the specified pre-informed time and date.

23.8. The bidder quoting the highest rent per month (total bid value per month) will be awarded the LOI.

24. Snap Bidding

24.1. In case of tie breaking i.e. more than one bidder being adjudged as highest bidder, the Owner shall conduct snap bidding wherein the bidders making same quotes will be given a choice to submit revised higher bids in the presence of the officials of the KESCo .

25.	Award of Contract
25.1.	The bidder has to quote the rate per month in INR for use of poles as listed in Annexure-IV. The contract shall be awarded to the bidder quoting highest total bid value towards rent per month for poles quantity as provided by the Owner excluding the taxes in the financial bid.
25.2.	If the bidder/service provider backs out and does not execute the prescribed agreement for the order or submit the Contract Performance Guarantee / Letter of Credit, the proceedings for Black listing/ Debarring of the Bidder shall be initiated by the Owner.

Section-V: Special Conditions of Contract (SCC)	
1.	Period of Contract
1.1.	The period of Contract under the scope of work shall be 3 (three) years from the Effective date of contract (i.e. after expiry of 60 days commencement period starting from the date of issue of Letter of Intent).
1.2.	On expiry of the Contract, the Agency shall hand over all the items/materials/equipment etc. provided by the Owner, if any during the Contract period in working condition. The Agency shall also hand over applications/ database/Archives/MIS records along with their access rights to the Owner. However, the ownership of such items shall, in all circumstances whatsoever, remain with the Owner from the date of the signing of the Contract. In case the Agency returns the items in non-working condition, the Owner shall have the right to recover the value of the non-working items either through appropriation in whole or in part of the Performance Guarantee or through any other permissible means (value will be determined by the Owner).
2.	Quoting of Price (all inclusive)
2.1.	The bidder shall include it's commission charges and all the expenses incurred in obligation as mentioned above in this section along with other charges, applicable, if any.
2.2.	The Bidder shall quote Rent per month as per the Price Schedule given in Annex-IV: Format of Price Schedule with all the fields duly filled. Any field left blank or not filled as per the instructions given in Price Schedule may lead to rejection of such bid(s).
3.	Submission of Bills
3.1.	The Owner shall raise the bills on 1 st working day, or on the next working day if 1 st is the holiday, of the month for the previous month.
3.2.	If during any month new electricity poles are installed that are under the area of supply of KESCO such new poles shall be offered for advertisement purpose. The agency shall have first right of acceptance. If the poles are offered to the agency by the Discom then agency shall provide its acceptance within a maximum of 60 days. The bill for utilization of such poles will be raised on monthly basis. In case acceptance is not provided by the agency, it shall be considered as deemed acceptance of the agency after 60 days. The monthly rent shall be applicable from the first day of the following month. For the clarity, if new poles are offered on 10 th October, the 60 days will be completed on 9 th December and, therefore, the applicable rent shall commence from 1 st January for which billing will be done on 1 st February.
3.3.	In support of monthly invoice following documents will be provided: <ul style="list-style-type: none"> a) Number of new award of poles by Discom to be utilised for advertisement (jointly verified by the Owners & Agency representatives). b) Any other document, if applicable
3.4.	Responsibility of Agency to Make Payment to Owner: Payments shall be made promptly by the Agency within 7 days of receipt of bills. If any bill payment related dispute/issue arises between Owner and Agency, a committee shall be formed and convened by Director (Commercial) of the DISCOM for resolution of such disputes. The

Section-V: Special Conditions of Contract (SCC)

committee shall resolve such issues within a period of 30 days from the day of identification of such issues.

In case there is no further resolution regarding bill payment related dispute/ issue within the stipulated timeline, Clause-14- Section-IV: General Conditions of Contract will be applicable.

4. Terms of Payment

4.1. Terms of payment will be as per clause 3.3 as given above.

4.2. Payment to the Owner shall be given as mentioned by the Bidder as per Annex-IV: Format for Price schedule.

4.3. The Agency shall make online payment to Owner towards previous month rent within 7th day of date of invoice submitted by the Discom. The payment made by the agency shall be first accounted for Penal Charges if any, late payment charges if any and then the rent for the previous month.

4.4. The delay in making payment will attract late payment charge penalty @0.05% for each day of delay. The delay in making payment beyond 2 months shall be event of default and the proceedings for termination of contract shall be initiated. If the agency fails to make payment of monthly rent and the applicable late payment charges and any other applicable bill, then Owner shall also initiate proceedings for black listing of the agency.

4.5. Payment Security Mechanism to be provided by the Agency

a) Agency shall arrange to Owner, not later than thirty (30) days of the date of signing of the Contract unconditional, revolving and irrevocable letter of credit ("**Letter of Credit**") from a Scheduled Commercial Bank in India having operations in..... ("**Bank**"). The amount for the Letter of Credit shall be equivalent to one (1) month of Monthly Rent as per Contract. The Letter of Credit can be invoked at KESCo 's bank branch in city.

b) The Letter of Credit shall be a standby one. In the event of Agency's failure to pay the Monthly Bill by the Due Date, Owner may, in its discretion, invoke the Letter of Credit for recovery of the amount due, whereupon the Bank shall, without any reference to Agency, pay the amount to Owner upon submission of following documents namely:

- i. a copy of the Monthly Bill which has remained unpaid; and
- ii. a certificate from Owner to the effect that the Monthly Bill is in accordance with the Contract Agreement and has remained unpaid.

c) The first Letter of Credit shall be valid up to 31st March of the next year following the date of its issue and thereafter shall be renewed on an annual basis valid and operative for the following Year. At the time of every renewal, the amount of Letter of Credit shall be modified to reflect the revision in Monthly Bill for that relevant Year of rent. Advice of the renewal shall be duly secured from the Bank by Agency and furnished to Discom, at least one (1) month prior to the commencement of the relevant Year.

d) Agency shall ensure the existence of Letter of Credit at all times during the term of the contract.

e) In the event that the amount covered by the Letter of Credit, at any time, is insufficient for recovery of payment due against the Monthly Bill of rent, Agency shall, within a period of seven (7) days from the date on which such shortfall occurred, replenish and reinstate the Letter of Credit to the amount specified as above i.e. 100% of monthly bill amount.

f) There shall be no restriction on the number of times a Letter of Credit may be utilised, under the terms of relevant Letter of Credit. However, Owner shall not be entitled to utilise the Letter

Section-V: Special Conditions of Contract (SCC)

of Credit for amount in excess of the sum payable i.e. monthly bill and any unpaid delayed payment surcharge or in case it has already received payment of the outstanding amount.

5. Contract Performance Guarantee

- 5.1. The Agency shall furnish Contract Performance Guarantee in the form of Bank Guarantee (valid for the entire Contract period plus 03 Months and extension (if any) thereof)/Demand Draft/Fixed Deposit Receipt (FDR), for **an amount equivalent to rent of one month as mentioned in the Contract**. The bank guarantee shall be from Scheduled commercial bank.
- 5.2. The purpose of Contract Performance Guarantee is to cover the risk of business such as non-payment of rent, electricity bills and cost towards removal of temporary structures created by it during the tenure of contract.
- 5.3. Within thirty (30) days of issue of letter of intent, the successful bidder shall furnish requisite Contract performance guarantee which could be invoked at any branch of the bank, extending the guarantee, in U.P. The Agency shall also execute an agreement on the prescribed form for the execution of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Agency.
- 5.4. Failure by the successful bidder to furnish the prescribed Contract performance guarantee or to execute the agreement within the period specified in Bid document after its bid has been accepted shall entail action as deemed appropriate by the Owner including cancellation of the Contract, blacklisting of bidder, etc.
- 5.5. The Contract performance guarantee shall only be released subject to an undertaking by the Agency stating successful completion of Contract along with certificate from the Owner stating that all statutory compliances have been made successfully.

6. Confidentiality of data or information

- 6.1. It is a condition of this Bid that the information provided herein is for the purpose of enabling prospective bidders to submit proposals to the Owner. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification.
- 6.2. Information relating to examination, clarification, evaluation and comparison of bids and recommendations for award of Contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decision may result in the rejection of bidder's bid.
- 6.3. Successful bidder shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.

7. Acceptance or Rejection of bid/offer

- 7.1. The Owner reserves the right to accept or reject any or all bids without assigning any reasons. The Owner also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liabilities to any loss whatsoever it may cause to the Bidder in the process.
- 7.2. Any defaulter Agency which has earlier participated in any RFP / tender for outsourcing of activities in any office/department of the Owner, or any other State Govt./PSU of India / DISCOM and has not taken over the work against order placed on them (or) their order has been cancelled by the

Section-V: Special Conditions of Contract (SCC)

Owner on account of poor performance of the Agency (or) because of not making payment of wages/statutory payment, such bidders/Agency shall not stand eligible to participate in this bidding process and their bid/proposal/offer may be summarily rejected by the Owner.

8. Miscellaneous

- 8.1. The Agency is not allowed to curtail electricity supply in the bid area due to its scope of work. The agency has to adopt all safety compliances while working on poles without getting the shutdown of electricity.
- 8.2. In case, any penalty is imposed by the regulator/ government/ any other judiciary or compensation thereof, as decided by the concerned authority, on the Owner related to services/ scope of work as per this Bid document, then the same shall be passed on to the Agency.

Note- All other Terms And Conditions, whether explicitly brought in here or not, shall be governed by 'Form-A' as annexed herewith.

Annexures

Annex-I: Proforma for Bid Form

(To be included in Technical Bid)

S. No.	Particulars	Details	Documentary proof attached? (Yes/No)
1	Name of bidder		
2	Office Address of bidder: Name of contact person: Telephone/Mobile No.: Fax No.: Email:		
3	Details of EMD: Demand Draft/FDR/NEFT/RTGS/BG Amount: Date: Issuing Bank:		
4	Registration Number of the Firm (under Shops and Establishment Act) or Registration Number of the Owner (under Companies Act, 1956) as applicable <i>(attested copies of the registration certificate must be enclosed)</i>		
5	Date of establishment of Firm or Owner <i>(attested copies of the registration certificate must be enclosed)</i>		
6	Name and contact details of authorized signatory of bidder <i>(To furnish affidavit of authorized signatory on its official letter head duly signed by Board of Directors)</i>		
7	PAN Number <i>(attested copies to be enclosed)</i>		
8	Service Tax Registration Code Number <i>(attested copies to be enclosed)</i>		
9	Valid Labour License Number: Permissible limit of manpower supply: <i>(attested copies to be enclosed)</i>		
10	EPF Code Number <i>(attested copies to be enclosed)</i>		
11	ESI Code Number <i>(attested copies to be enclosed)</i>		
12	Annual Turnover of bidder (INR Lakhs):		

Annex-I: Proforma for Bid Form

	<i>(CA certified copies of Balance Sheet and Profit & Loss Account of last 3 financial years to be enclosed)</i>		
13	Income Tax Return of last 3 financial years <i>(CA certified copies to be enclosed)</i>		
14	List of present Directors/Owners/Executive Council Members/Trustees/Board members of the bidder <i>(To be provided on official letter head of the bidder duly signed by the authorized signatory of the bidder)</i>		
15	MSE Certificate, if applicable		
16	EMD Declaration		

Proof for submission shall be as per Section-I: Eligibility criteria for bidders

Declaration:

We solemnly declare that we have attached all the documents mentioned as above. We hereby confirm that non-compliance to any of the terms and conditions of Bid document or submission of necessary documents will be treated as non-responsive bid and we will lose our claim to participate in the bidding process and our bid will automatically stand liable for rejection.

All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us.

(Signature and Seal of the Bidder)

Date: _____

Name and Designation:

Place: _____

Address and Contact:

(To be included in Technical Bid)

(To be furnished on official letter-head of the Bidder)

The Executive Engineer (Store Purchase)
KESCO, Kanpur
.....

Sub: Submission of No Deviation Certificate

With reference to above, this is to confirm that as per E-Tender No. 03/23-24 conditions, we have visited site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed/ modified the Bid document as appeared in the website/ issued by you alongwith amendments and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from clauses together with other references as enumerated in the above referred RFP.

We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to all clauses of the bid document. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted offer in accordance with instructions as provided in the bid document and as per aforesaid references

We further confirm that any deviation, variation or additional condition etc, or any mention contrary to Bidding Documents and its Amendment (s)/ clarification(s)/ Addenda/ Errata (if any) as mentioned above found anywhere in our Bid and/ or financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Discom.

(Seal and Signature of the Bidder)

Date: _____

Name and Designation: _____

Place: _____

Address and Contact: _____

Undertaking / Declaration by the Bidder

The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth INR 100/- duly notarized

(A) “Regarding Conflict of Interest”

I sole proprietor / partner / Director..... of M/s,..... under take that I am not interested as a proprietor and/or partner and/orin any other party/firm, participated in E-Tender No. 03/23-24 Of _____ due for opening on ____/____/20____ for procurement of -----.

(B) “Regarding information/details given”

I, Sole proprietor/ partner / Directors of M/s. is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your RFP/order terms and conditions.

(C) “Regarding non availability of licenses”

I, Sole proprietor/ partner / Directors of M/s is giving undertaking that we do not possess the following licensees for the State of UP and shall furnish the same within 90days’ post award of contract.

Witness:

1. _____

2. _____

Place: _____

Date : _____

Signature of Bidder:

Name in full:

Designation / Status in the firm:

Company seal:

Annexure IV: Format of Price Schedule				
Sr. No	Description	Quantity (As provided by Discom)	Rent Rs. Per month per unit Quantity Payable to Owner excluding GST & any other taxes	Total Rs. / Month Quantity x Rs per month
1	Rent for each pole	50000		
2	Total Bid Value per month			multiply by 36 months.

Note:

- i. *The quantities given as above are indicative and may vary from time to time. For the bidding purpose, the bidder has to consider all the poles provided above irrespective of the fact that agency may use only part quantities.*
- ii. *The rates must be quoted by the bidder considering the fact that some of the poles may not be used by it during the contract duration but the agency shall be liable to pay the monthly fee. The bidder has to, as per scope of work, provide advertisement, free of cost to Discom, on defined number of poles including painting / other material or labour to complete advertisement message. For the purpose of clarity, following is provided:*
 - *Assume that Total Poles are 1,00,000 nos. Assume per pole rate per month is Rs X. The total Bid Value is Rs. A equal to Rs. (100000 X)*
 - *As per RFP document, Agency will be required to carry out advertisement, free of cost, at 10% of poles i.e. assumed 10000 poles.*
 - *There may be a condition faced by agency after award of contract that in actual, Agency is able to use a maximum of 6000 poles, however, as per RFP per month rent payable to Discom shall be Rs A and it shall not be reduced.*
 - *Further, the bidder may not be doing advertising in some area, however, Discom may ask agency to carry out its advertisement.*
- iii. *The price quoted has to be lump sum for the entire quantity made available by Discom. GST, as applicable will be billed by Discom and payable by the Agency in addition to Monthly Rent.*
- iv. *Quotations have to be only in INR (Indian rupees) with two digits after decimal (example Rs. ab.xy). The contract is for 36 months.*
- v. *The KESCo shall consider Total Bid Value at sr. no. 2 for the financial evaluation to determine highest bidder.*

Authorised Signatory

Name, designation and date of signature

Company seal

Declaration to be provided by the Bidder

I, *(name of the authorized representative)* of *(address)* hereby states that:

I am currently a *(designation)* of _____.

I understand that _____ has provided an offer in reference to E-Tender No. 03/23-24 in relation to procure right to use poles for advertisement purpose.

I confirm that neither the bidder nor any of the bidder's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this project.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

Words and expressions which are defined in the Bid document issued by KESCo have the same meaning when used in this Declaration.

I confirm that I have responded to this Bid document strictly in line with its requirement as per the formats provided in the same and I understand that deviation from any clause/instruction of the RFP shall result in rejection of my proposal at any phase of the bid evaluation.

AND I MAKE this solemn declaration conscientiously believing the same to be true

MADE AND DECLARED at this ____ day of _____.

(Name and Designation)

(Agency seal)

Set out below is the form of the declaration to be provided by the Bidder

I, *(name of the authorized representative)* of *(address)* hereby states that:

I am currently a *(designation)* of _____.

I confirm that (...name of bidder company...) have not been blacklisted by any agency or any department of Government of Uttar Pradesh or any other state or Government of India including their Public Sector Undertakings , its successor companies in the last three years for any duration.

I confirm that as on date of submission of bid we are neither debarred to participate in bid nor any proceedings is going on against bidder by any agency or any department of Government of Uttar Pradesh or any other state or Government of India including their Public Sector Undertakings, its successor companies.

I confirm that in case of false declaration or submission of any fake document, I shall be disqualified from the tender process and also the firm shall be blacklisted by the Discom in future.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

AND I MAKE this solemn declaration conscientiously believing the same to be true.

MADE AND DECLARED at this _____ day of _____.

(Name and Designation)
(Agency seal)

Annex-VII: Proforma for Pending Litigation

Each Bidder must fill this form

Pending Litigation			
Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim in INR as a Percentage of Net Worth

Annex-VIII (a): Proforma of Bank Guarantee (For Contract Performance)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To
Kanpur Electricity Supply Co. Ltd.
KESCO, Kanpur

Dear Sirs,

In consideration of _____ (hereinafter referred to as _____ which expressions shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with its Registered/Head Office at _____ (hereinafter referred to as the 'Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No. _____ dated _____ valued at _____ for _____ (Scope of work) and the Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to _____ percent (%) of the said value of the Contract to the Owner.

We _____ (Name and Address) having its Head Office at _____ hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), hereby unequivocally and unconditionally guarantee and undertake to pay Rs _____, on demand any and all monies payable by the Agency to the extent of Rs _____, **at par at any of its Branch situated in _____**. As aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Agency. Any such demand made by _____ on the Bank shall be conclusive and binding notwithstanding any difference between _____ and the Agency or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of _____ and further agrees that the guarantee herein contained shall continue to be enforceable till thirty (30) days after the validity of this guarantee.

_____ shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Agency. _____, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between _____ and the Agency or any other course of remedy or security available to _____. The Bank shall not be released of its obligations under these presents by any exercise by _____ of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of _____ or any other indulgence shown by _____ or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that _____ at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that _____ may have in relation to the Agency's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given.

All rights of _____ under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by _____ under this guarantee against the Bank within thirty (30) days from the above mentioned date or from the extended date.

Dated thisday of20 at

Witness:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Authorized vide

Power of Attorney No:

Date.....

- Note:**
1. (#) Complete mailing address of the Head Office of the Bank to be given
 2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher

Annex-VIII (b): Bank Guarantee Checklist**BANK GUARANTEE VERIFICATION CHECKLIST**

	CHECKLIST	Yes	No
1.	Does the bank guarantee compare verbatim with standard Proforma for BG?		
2(a).	Has the executing Officer of BG indicated his name designation & Power of Attorney No./ Signing power Number etc. on BG?		
2(b).	Is each page of BG duly Signed/ initialled by the executants and last page is signed with full particulars as required in the standard Proforma of BG and under the seal of the bank?		
2(c).	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG?		
4(a).	Are the factual details such as Bid Document No., order No., Contract value etc. correct?		
4(b).	Whether Overwriting/cutting, if any on the BG, authenticated under signature & seal of executants?		
5.	Is the amount and validity of BG in line with Contract provisions?		
6.	Whether the BG has been issued by a Nationalized bank / Non-Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)?		

Sr. No.	Name of Discom area such as Division,Circle, Zone	No. of Pole Installed	Total Billing value asper Contract

Annexure X: Guaranteed Particulars

S. No.	Characteristics	Bidder Particulars
1	Safety Compliance for electricity usage	
2	Safety compliance for mechanical strength	

(To be submitted on Rs. 100 Stamp Paper)

To

**The Executive Engineer
Store Purchase
KESCO**

.....

Sub: Submission of Declaration In lieu of Earnest Money Deposit in E-Tender No. 03/23-24 of KESCO

I/We(Insert Name and Address of Bidder) am/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the RFP for (Insert Title of the RFP) E-Tender No. 03/23-24 of KESCO Kanpur, thereby fully accepting that I/We will be suspended & blacklisted and shall not be eligible to participate in the Tenders / RFP invited by UPPCL and its subsidiaries and other departments of Government of Uttar Pradesh , for a period of Five years from the date of such Suspension Orders, under the following circumstances:-

- a) If after the opening of bids, I/We withdraw or modify my/our bid during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Bid Price pursuant to any arithmetical errors.
- b) If after the award of LoI or signing of contract, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Bid Document.
- c) If after the award of LoI or signing of contract, I / We fail to complete the work as per scope of work or fail to make complete payments to the KESCO towards rent as quoted by us in the bid & any subsequent increment, late payment charges or payment of electricity & water bill or any supplementary bill.

I / we accept that the KESCO reserves its rights to initiate any other legal proceedings also against us in addition to issue orders of blacklisting and prohibiting us to participate in tenders as mentioned above.

Signature of the Bidder with seal