

OFFICE OF THE EXECUTIVE ENGINEER

ELECTRICITY STORE DIVISION

696, ASHA MODERN SCHOOL, CHANDER NAGAR, SAHARANPUR - 247001

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E-TENDER SPECIFICATIONS/DOCUMENTS


1. E-Tender No. : **ESD/SRE/05/2021-22**
2. Last Date of Online Submission : 26.03.2022 - 12.00 PM
3. Due date of opening. (Part-I) : 26.03.2022 - 02.00 PM
4. Price of Tender form. : Rs. 1770.00 non-refundable
5. Earnest money : Rs. 20,000.00
6. Description of Work. : Providing GPS Enabled diesel operated commercial vehicle such as Eicher 1060 & Tata 407 or equivalent vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from Electricity store Centre, Saharanpur/Muzaffarnagar/Shamli to another place under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. (for a period of one year).
7. Estimated Cost : Rs. 10.00 Lac (Approx.) (GST AS APPLICABLE EXTRA)

नोट :- निविदा हेतु वांछित धरोहर राशि एवं निविदा शुल्क अलग अलग (अप्रतिदेय), RTGS/NEFT के माध्यम से अधिशासी अभियन्ता, विद्युत भण्डार खण्ड, सहारनपुर के नाम से बैंक ऑफ बड़ौदा, शाखा सहारनपुर के खाता संख्या 00810200000165 (IFSC : BARB0SAHARA) में जमा कराया जायेगा। IMPS द्वारा जमा की गई धनराशि मान्य नहीं होगी तथा IMPS द्वारा जमा की गई धनराशि एवं सयुक्त रूप से जमा की गई (निविदा शुल्क एवं धरोहर राशि) राशि को निविदा शुल्क मानते हुये उक्त जमा राशि को जबा कर लिया जायेगा। निविदा भाग 1 (निविदा/धरोहर राशि एवं तकनीकी बिड), निविदा भाग-2 (प्राइजबिड) निविदा खुलने की तिथि को 12.00 बजे तक ई-टेंडरिंग वेबसाइट www.etender.up.nic.in पर अपलोड की जायेगी। निविदा भाग 1 (निविदा शुल्क एवं धरोहर राशि) उसी दिन 14:00 बजे के बाद ऑनलाईन खोला जायेगा। निविदा प्रपत्र खोलने वाले दिवस को अवकाश होता है तो उक्त कार्य के लिए अगला कार्य दिवस माना जायेगा। अधोहस्ताक्षरी द्वारा किसी भी निविदा को स्वीकार/अस्वीकार या समस्त निविदाओं को या उसके किसी भाग को और अपूर्ण निविदाओं को निरस्त करने का अधिकार बिना कारण बताये सुरक्षित है।

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

1. Check List (Annexure- I)
2. Tender Form (Annexure- II)
3. Instruction to the Tenderers/Bidders (Annexure- III)
4. Tender Proforma (Annexure- IV)
5. Non-Judicial Stamp Paper of Rs. 10.00 Only (Annexure-V)
6. Work Specification and Special Terms & Conditions (Annexure-VI)

Encloser: As above


Executive Engineer
Electricity Store Division
Saharanpur

Check List

Short term E-Tender No : ESD/SRE/05/2021-22
 Due date of opening : 26.03. 2022

Sl.No	Description		Yes/No
(i)	Tender Cost Rs. 1,770/- Deposited in desired Bank Account and its UTR Detail Uploaded.		
(ii)	Earnest Money Rs. 20,000/- Deposited in desired Bank Account and its UTR Detail Uploaded.		
(iii)	Copy of PAN card		
(iv)	Copy of latest Income Tax Return (AY-2019-20) (AY-2020-21)/Clearances certificate.		
(v)	Copy of GST registration certificate (Provisional Certificate not be accepted)		
(vi)	The bidder should have a minimum average annual turnover (MAAT) of Rs. 34.00 Lac per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate shall be enclosed in support of above.		
(vii)	Experience	a. Minimum two years experience of tendered work.	
		b. Contractor must have executed the same work respectively in one financial year / calendar year.	
(viii)	Copy of satisfactory work performance certificate for the work, issued by Executive Engineer or other competent authority (not below the rank of Executive Engineer) for the works as above.		
(ix)	R.C. of Vehicle (not older 2016)		
(x)	If Black Listed please brief		
(xi)	Copies of agreement/order against the experience as mentioned above		

TO BE SUBMITTED BY THE CONTRACTOR DULY SIGNED**Terms and conditions and Instruction to the Tenderers/Bidders**

Tenderers are requested to go through the instructions carefully and furnish complete information, alongwith their tender offer, failing which their offers may not be considered at all tenders shall be received in two parts {Part-I- Technical Bid & Part-II-Price Bid} will be filled up in E-Tender Website "http://etender.up.nic.in"

(A) Tenderer shall upload following documents on e-tender portal www.etender.up.nic.in using his digital signature.

1. **TENDER BID PART-I (Fee Bid) :-**

- (i) Copy of RTGS/NEFT Bank Receipt of **Rs. 1,770.00** in single transaction which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Store Division, Saharanpur payable at Bank Of Baroda, Clock Tower, Saharanpur (UP) – 247001, Account No. 00810200000165 IFSC Code. BARB0SAHARA.
- (ii) Copy of RTGS/NEFT Bank Receipt of **Rs. 20,000.00** in single transaction which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Store Division, Saharanpur payable at Bank Of Baroda Clock Tower, Saharanpur (UP) – 247001, Account No. 00810200000165 IFSC Code. BARB0SAHARA.

2. **TENDER BID PART-II (Technical Bid) :-**

- (i) Copy of PAN Card
- (ii) Copy of Latest Income Tax Return/Clearance Certificate.
- (iii) Copy of GST registration certificate (Provisional Certificate not be accepted)
- (iv) The bidder should have a minimum average annual turnover (MAAT) of Rs. 34.00 Lac per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate shall be enclosed in support of above.
- (v)
 - a) Minimum two years experience of tendered works
 - b) Contractor must have executed the work of carriage of all Store materials & Distribution Transformers from Electricity store Centre, Saharanpur/Muzaffarnagar/Shamli to another place under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc.
- (vi) Copy of satisfactory work performance certificate for the work, issued by Executive Engineer or other competent authority (not below the rank of Executive Engineer) for the works as above.
- (vii) Copies of agreement/order against the experience as mentioned above

3. **Tender Bid Part- III (Price Bid):** It shall contain Price Bid only and shall be uploaded on www.etender.up.nic.in. Tender Part-III (Price Bid) will be uploaded in excel file format after fill up the rates and G.S.T. rate in Percentage. Incomplete Excel Sheet, i.e. not filled up the rate or G.S.T. Percentage the tender part-III (Price Bid) will be rejected.

Important Note: Tender Bid Part-III of only those firms shall be opened which comply by uploading of desired documents of Part-I & Part-II in E-Tender of the Bid. i.e. part-III of those firms which fail to submit the above records shall not be considered.

4. The tender shall be uploaded up to 23.12.2021 to 12.00 hrs. on E-Tender Website <http://etender.up.nic.in>
5. The tenders will be opened by the Executive Engineer with other Nominee in this office at 14:00 hrs on dated 03.12.2021 In case the tender opening date is holiday, the date of opening of tender will stand extended to next working day.
6. The conditions of Standard Form 'A' shall be attached to strictly.
7. Executive Engineer, Electricity Store Division, Saharanpur reserves the right to reject any tender or all the tenders or part thereof without assigning any reason thereof.

the purchaser does not pledge to accept the lowest tender and reserves that right to accept any tender or reject any/all the tender(s) without assigning any reasons.

DELIVERY / COMPLETION PERIOD:-

The Work/Supply shall commence within the time agreed by the contractor and the Engineer of the contract. The tenderer shall clearly state the earliest period when he can complete work and guaranteed completion period. The contractor shall take up the work and shall complete the same by the time mutually agreed.

10. SECURITY:-

The tenderer whose offer is accepted shall deposit security in the name of Executive Engineer, Electricity Store Division, Saharanpur for the faithful performance of the contract to the sum not being less than 10% of the total value of contract in the form as approved. The security so deposited will be refunded after 6 months after completion of work.

11. PAYMENT:-

100% Payment / Part Payment shall be made as per availability of funds after receipt and check of material at site/successfully completion of work.

12. AGREEMENT:-

The successful tenderers are required to execute an agreement on Non-judicial stamp paper of Rs. 100.00 along with revenue stamp of Rs. 1.00 fixed on it within 7 days from the date of issue of regd. Notice and if he fails to do so this Earnest Money will be forfeited and works/supply of the material can be assigned to other participant of the tender.

13. The tenderers are requested to make themselves fully conversant with the job requirement and technical specification and general conditions of the contract as per Form 'A' of UPPCL.
14. The contractor shall be responsible for any damage loss and breakage during execution of work.
15. For any further Clarification tenderers can contact to the Executive Engineer, Electricity Store Division, Saharanpur No subsequent representation of ground of any sort of misunderstanding will be entertained.
16. In the event of unsatisfactory performance/progress of material/work as may be determined by the Executive Engineer, Electricity Store Division, Saharanpur The agreement will be terminated without any notice and security will be forfeited.
17. The successful tenderer will be required to enter into an agreement as per General Condition of contract Form 'A' of UPPCL. All the documents submitted in connection with the tender shall also form part of contract.

TECHNICAL SPECIFICATIONS AGAINST TENDER NO. ESD/SRE/05/2021-22

Sl. No.	Description of Job/Work	Vehicle	Carriage Capacity	Qty.
1	2	3	4	5
1.	Electricity store Centre, Saharanpur/Muzaffarnagar/Shamli to another place under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. (for a period of one year).	Diesel Operated Commercial Vehicle	4 Ton	01 No.

SCOPE OF WORK :

The scope of work also includes Providing GPS Enabled diesel operated commercial vehicle such as Eicher 1060/Tata 407 or equivalent vehicle including loading, unloading and Proper stacking including charges of driver, labour, material handling/lifting equipments, toll tax & border tax etc. complete in all respect. They should be independent & capable for aforesaid work. Man power provided by the contractor will manage/cooperate/facilitate in loading/unloading of Store material & transformers at site with T&P, man power etc.

SPECIAL TERMS & CONDITIONS

1. Variation in quantity of vehicle engaged may vary $\pm 50\%$ as per requirement & depending upon seasonality.
2. The Vehicle shall be taken on hire in show room condition and model of vehicle should not be earlier than January -2016. The vehicle should have proper road permit and insurance with all taxes paid. Having valid pollution certificate for the vehicle during period of contract will also be responsibility of contractor.
3. The Vehicle shall be taken on hire along with driver & minimum 1 No. skilled and 2 No. unskilled labour which will compulsorily be available for more than 12 hours a day till completion of pending work of that day. First aid-kit shall have to be made available with vehicle.
4. Executive Engineer (STORE)/Assistant Engineer (STORE) will issue the work memo for taking up the Store Material & Distribution transformer mentioning place of site. The contractor shall have to complete the work within 24 hrs. The contractor need to be used such vehicle for carriage which is near about to carriage material. If contractor fails to complete the work within scheduled time, then Penalty of Rs. 2000 Per ton of material/ Per Transformer or actual carriage cost for that work, whichever is higher will be deducted from bill.
5. Mobil oil/brake oil, other consumable and non consumable items will be provided by the contractor.
6. Transportation of store material/transformer will be done according to terms specified in the work memo/Gate pass. Diversion of destination shall not be done by contractor or his representative. Unloading of carriage store material/transformers will be at proper place of destination as per instruction of AE (Store)/ ASK.

CONSORTIUM - No Consortium/ Joint Venture shall be allowed.

Contractor shall handle store material/ transformers with proper care. Any damage/loss of material/ transformers body, transformer oil or any other parts /material of PVVNL during loading/carriage/unloading/stacking etc shall be the sole responsibility of the contractor. The actual cost of damaged materials/Transformers will be compensated through Contractor's carriage bill by the concerned Executive Engineer (Store). If he is satisfied that loss/damaged is due to negligent/ mollified working of the contractor or its employees.

3. Diesel shall be provided by the department. The vehicle should not give average less than 8Km/Litre in case of carriage capacity 04 ton of commercial vehicle. If the vehicles provide below mileage in comparison with above mileage then the variation in diesel cost will be borne by contractor. Log book shall be maintain by the driver of the vehicle in which total running of the vehicle shall be entire every day and duly attached by the AE(Store)/ASK. Bill shall be prepared as log book. Payment of diesel will be made by The Executive Engineer under whose control the vehicle are available as per clause no. 48.
4. If a vehicle, already intimated & engaged by contractor, is replaced by him with another vehicle it shall be intimated by contractor in writing to division office.
5. **GPS System:-** GPS device complete in all respect of renowned company along with 4G sim, as the case may be, shall be installed in the vehicle by the contractor, running charges of sim etc. shall be borne by the contractor. Contractor/vendor shall provide a system/software for VTS (vehicle tracking system) to view the real time location, history and the route travelled. Penalty of Rs. 500/- per day per vehicle will be imposed for non-installation/non working of GPS system. Amount shall be deducted from the bill of corresponding month.
6. Driver of the vehicle skilled person employed by the contractor shall be given smart phone (Android based, Minimum OS version: 4.4, Minimum Ram: 2 GB, Location: GPS enabled, Camera: 2 mega pixel or higher, Screen: 5 inch minimum, Connectivity: 4G) along with 4G SIM by the Contractor. Mobile app devised/provided by the department for the work will be required to be downloaded in the smart phone by the contractor. App shall be used as per the Instructions of PVVNL. The app will evolve over the period of time and vendor shall use the functionality as per the requirement of PVVNL.
7. Any other material facility will not be provided by PVVNL to Contractor/driver except standard quantity of diesel.
8. Contractor shall get each and every person employed by him insured for Rs. 5.0 Lacs, with any general insurance company and give the profile of all attached employed persons with attested photograph and valid ID by Contractor.
9. In the event of any accident contractor shall arrange immediate treatment in the govt./private hospital/Nursing home, as the case may be, at his own cost. So he shall get all his employees ensured for such medical treatment under cash less, medical/accidental policy of general insurance company.
10. Contractor shall provide additional vehicles or withdraw on a notice of 07 days by the Executive Engineer, Electricity Store Division, Saharanpur.
11. Expenditure incurred on maintenance/repairs/servicing will be borne by the contractor.
12. Vehicle should be properly insured. Any damages due to accident, agitation, fire, theft, riots or jam or whatsoever reason will be borne by the contractor. PVVNL will not entertain any claim whatsoever in this regard.

accident fatal or minor, if takes place PVVNL shall not be responsible for any loss/damages etc. any party.

The Contractor will write on vehicle in large Font-on duty of पश्चिमांचल विद्युत वितरण निगम लि०

5. Driver/labour shall in no way be considered for employment in PVVNL under any circumstances, It shall always remain the employee of the contractor.
16. Income Tax or any other Govt. Levy/taxes applicable from time to time under rules shall be deducted from Contractor bill.
17. Legal Claims of driver & labours if any arises at any time will be responsibility of the contractor.
18. All rules and regulations of PVVNL/UPPCL or erstwhile UPSEB FROM "A" shall be strictly followed by contractor.
19. The contractor should ensure the payment of minimum wages to driver & other labour in engage by him through Cheque/RTGS/NEFT as per norms of labour act & other relevant/applicable act.
20. All rules and regulation imposed by ministry of labour govt. of U.P. and Deptt. of Electrical safety will be applicable for this work.
21. Copy of vehicle registration Certificate/ insurance/road tax and road permit/ has to be submitted by the firm.
22. Ownership of the vehicle must be either in the name of firm or proprietor or he may also furnish the copy of registered power of attorney in the name of firm/proprietor.
23. Driver must have commercial vehicle driving license and copy of the same has to be submitted.
24. Character certificate duly issued from District Administration has to be submitted. (निविदाकर्ता द्वारा प्रेषित चरित्र प्रमाण पत्र पूर्ण अनुबन्ध अवधि में वैध होना चाहिए।)
25. Contractor must have either 'A' Class certificate (विद्युत सुरक्षा निदेशालय द्वारा जारी 'ए' स्तर का नवीनतम एवं वैध प्रमाण पत्र)।
26. फर्म/निविदादाता को समान कार्य का कम-से-कम 02 वर्षों के अनुभव से सम्बन्धित प्रमाण पत्र उपलब्ध कराना अनिवार्य है।
27. ठेकेदार द्वारा पूर्व में किये गये कार्य का सम्बन्धित कार्यालय के अधिशासी अभियन्ता से नवीनतम संतोषजनक प्रमाण पत्र उपलब्ध कराना अनिवार्य होगा।
28. Tenderer must have GSTIN with Goods & Service Tax (G.S.T.) and must submit the copy of the same.
29. Tenderer must have Permanent Account Number (PAN) and must submit the copy of the same along with latest 3 years available ITR.
30. The Minimum Average Annual Turnover (MAAT) for the best three years out of the last Five Financial years MAAT should not be less than Rs. 34,00,000.00 (Rs Thirty Four Lac Only)
31. ठेकेदार द्वारा इस आशय का शपथ-पत्र कि पूर्व में देश के किसी भी डिस्काम के अन्तर्गत किसी भी वितरण इकाई द्वारा फर्म को काली सूची में नहीं डाला गया है।
32. All T&P including rope, chain tackle, crane, hydra, bamboo ladder, safety belt and hand gloves, gumboot etc. will be arranged by the Contractor.
33. The contractor shall not employ the labour below the age of 18 years.
34. During loading, unloading of Material/Transformers at Stores/site all precautions & safety measures have to be ensured by the firm.

ly bills shall be required to be submitted by the firm in Office of Electricity Store Division Saharanpur within seven days after completion of the month & 100% payment shall be made by Executive Engineer after deductions of taxes/penalties as per rules. as per availability of funds.

d. Five vehicles will be available for 24 hours under the control of following store center.

Sr. No.	Name of Store Center	Quantity of Vehicle	Carriage Capacity
1	SAHARANPUR	1 No	04 Ton

The location of vehicle may change from above mention location as per actual requirement.

37. **List Of Documents To Be Uploaded In Bid Part -I** : - evidence for payment of tender fee and EMD, duly filled-in and signed tender performs. Along with the documents fulfilling pre-qualification criteria needs to be submitted serially numbered. **Tenderers are advised to upload required documents only.**
38. The Earnest Money deposited by the tenderer will be refunded after finalization of the tenders, in event of his tender being rejected. And in case tender is accepted, the earnest money shall be returned by the tendering authority against the security deposit specified under and shall be released only on receipt of security for the full amount as per provisions of the contract.
39. It may be noted clearly that in case the offer is not with payment of tender fee, earnest money and sufficient experience certificate / resources / organization proof to undertake the above work tender bid part-II of the tender shall not be opened.
40. Any other information, which may be considered necessary by the tenderer but, not covered in the specification, be submitted.
41. **TENDER BID PART-II**: - The tenderers have to quote/submit the prices only at E-Tender Portal (<https://etender.nic.in>) hence there is no need to submit price bid in hard copy.
42. **PRICES** : Quoted prices shall remain "FIRM & FIRM" in all respect exclusive of GST throughout the currency of the contract/ agreement.
43. **TAXES** : The rates should be quoted exclusive of GST.
44. The contractor will keep the vehicle in proper running condition. If vehicle comes under breakdown the contractor will arrange another vehicle at his own cost within 6 to 8 hours. After that it will be assumed that vehicle is not available and deduction will be made for that date from bill.
45. **SECURITY DEPOSIT** :
The successful tenderer/contractor will be required to deposit security equal to 10% of the total value of the work for faithful performance of the work before execution of agreement in the form of FDR duly pledged in favour of Executive Engineer, Electricity Stores Division, Saharanpur issued by any Indian Nationalized Bank.

OR

Bank guarantee in favor of Executive Engineer, Electricity Store Division, Saharanpur of the concerned town as per the Performa to be provided by PVVNL. The BG shall be valid till completion of contracted period along with extra 6 months as claim period.

The performance security shall be refunded to the contractor after 6 months of completion of the contract as per the Agreement. The bidder has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.

OR

% amount shall be deducted from running bills, which shall be refunded after successful completion of work.

46. TERMINATION OF AGREEMENT:

(i) The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the other terms and conditions of the agreement.

(ii) Contractor/contractor- representative/workers shall not demand anything in kind or cash from the consumers in lieu of work. If such evidences are found then agreement will be terminated without any notice & other legal action will also be taken.

(iii) On evidences of theft / misuse of transformer oil/materials of department by contractor/person engaged by the contractor. Contract/Agreement will be terminated without any notice and legal action shall also be taken.

(iv) In addition to penalty as mentioned in penalty clause repeated failure of contractor to store Material and transformer to Store center/site within time will lead to termination of contract.

47. VALIDITY OF TENDER: - 180 days from the date of opening of tender for this agreement duly filled & signed as per annex - I to be compulsorily submitted.

48. SCHEDULE OF GENERAL INFORMATION: - Tender Proforma duly filled and signed as per annex.-II is to be compulsorily submitted.

49. PERIOD OF AGREEMENT: Period of the tender will be one year from the date of L.O.I./Agreement. However, depending upon the performance of agency or as per requirement of PVVNL contract may be terminated at any time with prior notice to the firm. Period of contract may be extended for another six months on mutual consent.

50. Payment for additional vehicle under variation clause shall be made on pro-rata basis for the days of engagement of the vehicle for the work and in case of reduced requirement of vehicle the payment shall be made accordingly.

51. Executive Engineer Concerned shall ensure that contractor has complied with the labour laws/regulations before making payments to the firm.

52. Contractor has to engage the required man power along with material handling equipment for carrying out the work within defined time that is within 24 hours of getting the work memo. Contractor may use crane/hydra/other equipment in place of more labours to get the work carried out within time.

53. COMPENSATION :

In case of any causality which have taken place with the labour during, the currency of agreement, contractor would be liable to pay the sums to the dependants of the labourers in accordance to workmen compensation act/orders of Corporation or Government.

54. The contractor will keep the vehicle in proper running condition. If vehicle comes under breakdown, the contractor will arrange another vehicle at his own cost within 2 to 4 hrs. After that it will be assumed that vehicle is not available and deduction will be made for that date from bill.

55. ARBITRATION/SETTLEMENT OF DISPUTE:

In case of any dispute arises in between the contractor and the Engineer of contract, the decision of MD, PVVNL, will be final and binding on both. All legal dispute will be under jurisdiction of Hon'ble High Court of Allahabad, U.P.

At any moment any conflict arises between general conditions erstwhile UPSEB form 'A' all special condition of this tender, the special conditions (mentioned here) shall prevail

7. SPLITTING OF ORDER:-

The Purchaser reserves the right to split the order among various successful tenderers in any manner he choose without assigning any reasons what so-ever.

58. SAFETY OF MATERIAL/EQUIPMENT DURING TRANSIT:-

The contractor should check the material/equipments before execution of work to satisfy himself that the material being taken over by him is in good and sound condition. He should immediately bring in the notice of the Engineer of the contract, the fact, in case the material is not found in good and sound condition. Otherwise it will be presumed that he has taken the material/equipment in good and sound condition.

The work is to be carried out without any damage and loss, shortage of the material during loading at site/place transit journeys by carrier, shifting and unloading at Store/places Cost as fixed by the department, in respect of damage/shortage if any, shall be debited to the contractor without any dispute and recovery shall be made from their pending bills/security and against custody of material to be given for transportation. The damaged material will be the property of the Corporation and the contractor will be paid for the journeys performed, if any on this account.

59. LEFT OVER WORK:-

If the contractor fails to execute the work within the stipulated period, the order placing authority reserves the right to get the work executed by any other agency. The excess expenditure, if any incurred in this connection plus 15% supervision charges shall be debitable to the contractor and recoverable from the security amount or any running/pending bill(s) or through any other credit of the contractor available with the PVVNL.

60. WORK THROUGH OTHER AGENCY:-

Notwithstanding the agreement executed with the contractor, the Engineer of the contract always reserves the right to get the work done departmentally or through any other agency. The contractor shall have no objection and claim over such work.

61. SUBLETTING OF THE CONTRACT:-

The contractor shall not assign or sublet the contract/work to any other party/person without prior written approval from the Engineer of the Contract.

62. TRUCK LOAD:-

Carriage for full truck or trailer load cannot be guaranteed. The contractor will have to cart the part load also if ordered by the Engineer of contract or his authorized representative. However the contractor may mention carriage load for each of his registered truck/trailer in the Tender documents. Effort shall be made by the department to issue dispatch instructions according to the carriage load capacity specified by contractor though it cannot be guaranteed.

63. PROVISIONS OF LABOUR LAW:-

In every case in which by virtue or provisions of labour laws in force in the state of Uttar Pradesh & rules and regulations made their under, the corporation is required to make any payment or incur any expenditure in connection with the work executed by the contractor, the same shall be recovered from the contractor without prejudice to the other rights of the corporation by deducting it either from the security money deposits by the contractor or from his credits lying with the corporation whether under this contract or otherwise.

64. RATE FOR WORK NOT COVERED UNDER THIS AGREEMENT:-

All special works for which rates have not been specified in the agreement and do not come under the preview of this contract, may be decided mutually between the contractor and the Engineer of the

act. If subsequently desired so the Engineer of the contract is free to get work done by any other agency.

DEDUCTION OF G.S.T.:-

Income tax deduction shall be made from the bills etc. of the contractor as per rules in force at the time of payment.

66. COMPENSATION AGAINST ACCIDENTS:-

The contractor shall be fully responsible for the payment of total value of the compensation on account of any accident which occurs during execution of work including third party risk claim. The Engineer of contract shall have full right to recover such claims/compensation from the contractor.

67. CHANGE OF TRUCK ROUTE:-

If becomes necessary to change the route due to change in transport agency or changes due to any other reason whatsoever, intimation will have to be telephonically given by the contractor from the places of such occurrence, to the Engineer of the contract.

68. VARIATION IN THE QUANTITIES:-

The quantity covered under the agreement may vary upto the extent of ($\pm 50\%$)

69. VALIDITY:-

The rates quoted in the tender shall be valid for six months from the date of opening. During this period the rates will remain firm.

70. Comparison of rates and value of the work shall be calculated jointly and separately.

71. PERIOD OF AGREEMENT:-

The order is for a period of one year. However, depending upon the performance of agency or as per requirement of PVVNL contract may be terminated as mention is clause no. 58. Period of contract may be extended for another six months on mutual consent.

72. SAFE CUSTODY OF MATERIAL:-

In one lot the quantum of material to be handed over to contractor shall be less than the security amount and pending bills to be kept pending till the return of material at designated site.

73. INSURANCE:-

The rates quoted shall also include transit cum storage insurance for 30 days. However no deduction shall be made from the bills of the contractor in case insurance is not got done by him.

All the claims lodged/receipt of payment of insurance shall be done by the contractor. However department shall provide necessary help to fill form etc.

All the responsibilities in this regard shall be of the contractor only.

Other Condition-

1. The vehicle will be available at store centre full month.
2. A log book will be maintained by the driver of vehicle in prescribed format and counter signed after every journey by Assistant Store Keeper/ Assistant Engineer Store.
3. If vehicle not provided by the firm any day than no payment will be usual to the firm on that day on pro-rata basis.
4. In case of non-working of GPS Rs 500/ per day or Rs 5000/- max per month per vehicle will be charged from the firm bills.

TENDER FORM

Order for the supply/Execution of works, against this office Tender Specification

No. _____

Form _____

To,
Executive Engineer
Electricity Store Division,
696, Asha Modern School,
Chander Nagar,
Saharanpur.

Sir,

With reference to your invitation to tender for the above, we here offer to the Pashchimanchal Vidyut Vitran Nigam Ltd. The items in the schedule annexed for such portion thereof as you may determine in strict accordance with to annexed conditions of contract From 'A'/B' specification and schedule of rates or to the satisfaction of the purchaser to pay to Pashchimanchal Vidyut Vitran Nigam Ltd. The sum of money mentioned in the said conditions.

The rates quoted are inclusive pro-rate and in full satisfaction of all claims.

I/We agree to able by this tender for the period of 90 days from the date fixed for opening of the same.

A sum of Rs. _____ Through R.T.G.S./N.E.F.T. is being forwarded to the Executive Engineer, Electricity Store Division, Saharanpur the full value of which shall be retained by the PVVNL against the security deposits in clause (3) of the said condition of contract.

I/We hereby undertake and agree to execute a contract in the form annexed here to the in accordance with in conditions of contract duly pledged in favour of Executive Engineer, Electricity Store Division, Saharanpur.

Your's faithfully

Witness _____

Address _____

Signature of Tenderers
Full Seal

e :- (This Agreement is to be filled in an enclosed to tender bid part-I)

AGREEMENT

Tender Invited by : Executive Engineer,
Electricity Store Division,
Paschimanchal Vidyut Vitran Nigam, Ltd.,
Saharanpur.

Tender For :

Tender No. and Date :

Name of the Tenderer :

In consideration of the U.P. Power Corporation Ltd. having treated the tenderer to be an eligible person whose tender may be considered, the tenderer hereby agree to the condition that the proposal in response to the above invitation shall not withdrawn within 90 days from the date of opening of tender Bid Part-I and Part-II also be condition that if thereafter tenderer does withdrawn his proposal within the said period the earnest money deposited by him may be forfeited to the U.P.P.C.L. on the discretion of letter.

Signed this _____ day of _____

Witness:

1.

2.

Signed by Tenderer
(With Seal)

PART-I
TENDER PROFORMA
(To be filled in by the Tenderer)

IMPORTANT INSTRUCTIONS TO TENDERERS

Your tender shall not be considered if you fail to submit the Performa duly filled up Replies should be completed without ambiguity and covering letters etc. shall not be acceptable. You may however, attach extra If the space provided is not sufficient.

- | S.No. | Particulars | : |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1. | Specification No. | Against which you are tenderer. |
| 2. | Amount of tender cost (with detailed of R.T.G.S./N.E.F.T) | |
| 3. | Amount of earnest money (with detailed of R.T.G.S./N.E.F.T.) | |
| 4. | Are you registered with U.P. Power Corporation Ltd., if so state the letter reference of Board vide which you are registered | |
| 5. | Year since which the manufacturing has started for production of item tendered. | |
| 6. | What is the validity period of your tender? State clearly in days/months | |
| 7. | Do you confirm that the prices are firm in all respect (Answer Yes/No) | |
| 8. | Quantity offered (if there are two or more items, state quantity separately with unit). | |
| 9. | Do you agree to all the conditions of the tender specification and, if not state the modifications clearly which you would desire in the General conditions of Contract Form 'A' or 'B' (It may please be noted that it shall be entirely at the description of the modification proposed). | |
| 10. | Please state clearly (Answer Yes/No) if you would accept the order if modifications in form 'B' are not acceptable to the corporation without imposing any further conditions. | |
| 11. | Name and detailed address of authorized representative to represent your firm against this tender (Proprietor/Partner/Directors) with Mob./ Whatsapp No. | |
| 12. | a) G.S.T. Registration No. | |
| | b) Copy of latest Income Tax ClearAance Certificate may be attached. | |
| 13. | Give the reference who can certified your financial status and capability to status and capability to undertake such work. One of the references should be form a Scheduled Bank of India. | |
| 14. | In case of works tenders, the details of technical persona along with their technical qualification as well as proof thereof should be attached. | |
| 15. | Do you confirm that there are no typographical errors/omissions in your tender and all other documents forming part of the tender (Answer Yes/No) | |

Signature of Tenderer
With Seal