

**Electricity Construction & Works Division
33/11KV Sub-Station, RDC
Raj Nagar, Ghaziabad (UP)**



E-Tender No.55/ECWD/Gzb/2023-24

Tender description (brief details of works):- (i) Replacement of damaged single ckt underground XLPE cable for 33/11KV S/s Bamheta, Ghaziabad near Parthinn Hotel from 132KV Govindgram to 33/11KV S/s Bamheta, Ghaziabad (ii) Replacement of single single ckt underground XLPE cable for 33/11KV S/s Chiranjeev Vihar Ghaziabad at near bhagat singh chowk NDRE road Ghaziabad from 132KV morta (iii) Replacement of damaged single ckt underground XLPE cable for 33/11KV S/s Shastri Nagar-2, Ghaziabad near Petrol Pump from 132KV Govindgram to 33/11KV S/s Shastri Nagar-2, Ghaziabad (iv) Construction of 33KV line for feeding 33/11KV Substation Shastri Nagar-2, Ghaziabad from Kavi nagar chouraha to 33/11KV Substation Shastri Nagar-2 link line Ghaziabad.

Issued By:

Office of The

Executive Engineer

Electricity Construction & Works Division, Ghaziabad (UP)

Contact No.9193320591

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

Tender Cost deposit: Rs.3,000.00 + 18% GST Extra

Earnest money deposit: Rs.26,500.00

Bid Estimate Value for Tender Work: Rs.30.86 Lacs (with GST)

Last date & Time of Submission:-25-10-2023, 13:00 Hrs.

Date of Opening of part-1: 25-10-2023, 16:00 Hrs.

**(VARUN VERMA)
EXECUTIVE ENGINEER**

NIT**E-Tender Notice****RFP No.892/ECWD/GZB****Dated:12.09.2023**

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

S.No.	Particulars	Details
1	E-Tendering Notice No.	55/ECWD/Gzb/2023-24
2	E-Bid Portal (website)	https://etender.up.nic.in
3	Name of Work	(1) 132के0वी0 उपकेन्द्र गोविन्दपुरम से पोषित 33/11के0वी0 उपकेन्द्र बम्हैटा निकट पार्थइन होटल की क्षतिग्रस्त भूमिगत केबिल को बदलने का कार्य। (2) 132के0वी0 उपकेन्द्र मोरटा से पोषित 33/11के0वी0 उपकेन्द्र चिरणजीव विहार की भगत सिंह चौक एन0डी0आर0एफ0 रोड़ के पास क्षतिग्रस्त भूमिगत केबिल बदलने का कार्य। (3) 132के0वी0 उपकेन्द्र गोविन्दपुरम की 33/11के0वी0 उपकेन्द्र शास्त्रीनगर-2 की निकट ई-ब्लॉक पेट्रोल पम्प के पास क्षतिग्रस्त भूमिगत केबिल बदलने का कार्य। (4) 132के0वी0 उपकेन्द्र लाल कुआ से पोषित 33/11के0वी0 शास्त्री नगर एवं कविनगर की लिंक लाईन की क्षतिग्रस्त भूमिगत केबिल को बदलने का कार्य।
	Supply of material with quantity	-----
4	E-Tender Cost	Rs.3,000.00 + GST (@18%)- Total Rs.3,540.00 (Non- Refundable)
5	Earnest money deposit	Rs.26,500.00 (Rupees Twenty six thousand five hundred only)
6	Bid Estimate Value for Tender Work with GST	Rs.30.86 Lacs.
7	Document downloading/sale date starts	19/10/2023
8	Document download/ sale date ends	25/10/2023
9	E-Bid submission start date	19/10/2023
10	E-Bid submission end date	25/10/2023 at 13:00 Hrs.
11	Opening date of e-bid part-I	25/10/2023 at 16:00 Hrs.
12	Opening date of e-bid part-II (Price Part)	Will be notified later.

Note: Bid shall be accepted thorough the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document (in the form of NEFT/RTGS) & Earnest Money Deposit (EMD) (in the form of NEFT/RTGS only) shall be in favour of Executive Engineer, Electricity Urban Construction Division (Distribution), PVVNL, Ghaziabad. Name of Banl State Bank of India, Ghaziabad Bank Account Number:- 10149900065 IFSC Code SBIN0003279. Further details are available at website: <https://etender.up.nic.in> Discom reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.

INSTRUCTIONS TO THE CONTRACTOR

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

- Tender documents will not be sold in hard copy. Detail tender document along with price bid will be available online at www.etender.up.nic.in and will also be available on PVVNL website <http://www.pvvnl.org>.
- Before submitting the tender, the tenderers are requested to make themselves fully conversant with the work and site technical specification and general terms and conditions of contract as per form 'A' of UPPCL (Formerly UPSEB).
- Tenderer shall upload following documents on e-tender portal www.etender.up.nic.in using his digital signature. The tender submission module of e-procurement website <http://etender.up.nic.in> enables the bidder to submit the e-tender online against this tender. Price bid may be submitted only during the period and time stipulated in tender. Tenderers are advised to start the tender submission process well in advance so that they can submit their tenders in time. The tenderers shall upload their tenders taking into account the server time displayed on the e-procurement website. This server time is the time by which the tender submission activity will be allowed till the permissible time on the last date of submission stipulated period. For delay in submission of tender, due to any reasons, the responsibility shall be of tenderers.
- The bidders have to fulfil following minimum conditions of experience and financial competence in order to qualify for consideration in this tender
- The price bid uploaded on E-tender website shall be considered for evaluation of the lowest bidder.
- The Tender submissions of bidders, who don not qualify the minimum eligibility criteria, is liable to be rejected and shall not be considered for further evaluation.
- **JV(Joint Venture) is not allowed.**
- निविदाकार को निविदा के भाग-प्रथम में अद्यो लिखित Pre-Qualifying Conditions के अनुसार प्रपत्र E-Tender Website <http://etender.up.nic.in> पर Upload कराने आवश्यक होंगे। उक्त प्रपत्र खण्ड कार्यालय में Physical रूप में स्वीकार नहीं किये जायेंगे। उक्त निविदा का द्वितीय भाग केवल उन्हीं फर्मों का खोला जायेगा जो अद्यो लिखित Pre-Qualifying Conditions Fulfill (अंही) करेंगी।


Eligibility Criteria/Pre-Qualifying Conditions (Technical and Financial Requirement) for Part-I

1. Copy of RTGS/NEFT Bank Receipt on a/c of **Tender fee along with applicable GST** in single transaction should be uploaded which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Urban Construction Division (Distribution), PVVNL Ghaziabad bank Account No. 10149900065 (IFSC Code SBIN0003279) in State Bank of India, Ghaziabad.
2. Copy of RTGS/NEFT Bank Receipt on a/c of **Earnest Money** in single transaction should be uploaded which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Urban Construction Division (Distribution), PVVNL Ghaziabad bank Account No. 10149900065 (IFSC Code SBIN0003279) in State Bank of India, Ghaziabad.
3. The bidder should have a valid G.S.T Registration certificate and should upload the proof of the same. No provisional GST registration certificate will be accepted.
4. The bidder should have a valid Class 'A' Electrical License, minimum validity upto date of opening of Bid (Part-I) issued by Electricity Safety Directorate of UP and should upload the proof of the same.
5. The bidder should have a valid PAN card and should upload the proof of the same.
6. Copy of last three years latest Income Tax Return/Clearance Certificate and should upload the proof of the same.
7. The bidders must upload the photocopy of Aadhar Card.
8. The bidders must upload the photocopy of valid character certificate issued from the office of D.M./S.S.P.
9. The bidders must have valid labour insurance registration with labour commissioner, Ministry of Labour and Employment Govt. of India and must upload photocopy of the same.
10. **Financial Requirement:-** The bidder should have a minimum average annual turnover (MAAT) of Rs.39.67 Lac per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate with UDIN Number shall be enclosed/UPLOADED in support of above failing which the bid shall not be considered.

11. **Net worth** of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets
12. **Solvency:-** The bidder have a minimum solvency of 25% of estimated cost of tender or credit facility for the same from nationalized / Scheduled bank (Last one year old solvency will be accepted) or issued from any State Govt.
13. The bidder should have successfully completed the electrical work (Construction of New 33/11 KV Substation or Construction of 33 KV Overhead / Underground Line or Increasing capacity work of 33/11KV Substation) in the last five financial year in PVVNL/UPPCL/Govt/ Semi Govt Organization as prime contractor from the date of opening of bid part-I. Which must be in running condition for at least last one year and must upload the Performance/Experience certificate copies of satisfactory work completion report mentioning completion of work within stipulated time issued by the officer of PVVNL/UPPCL/Govt/ Semi Govt not below the rank of Executive Engineer (**Performance/Experience certificate/Agreements copies are to be uploaded/enclosed**) as proof of the same.
 - a. *Should have successfully completion of the electrical work (i.e. Construction of New 33/11 KV Substation or Construction of 33 KV Overhead / Underground Line or Increasing capacity work of 33/11KV Substation) or higher rating work in a single order/agreement, having minimum value of Rs.21.16 Lac or two orders/agreements having minimum value of Rs.13.22 Lac or three orders/agreement having minimum value of Rs.10.58 Lac or more with copy of satisfactory work performance certificate issued by competent authority.*
14. The bidder must upload signed & sealed complete tender document in support of acceptance of terms & conditions of this tender
15. Declaration on Rs. 10.00 non-judicial stamp paper about proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening. (upload copy)
16. The bidder should not be black listed/debarred from business in any Govt./Semi Govt./PSU/local Bodies etc. at the time of bid opening. They have to upload an undertaking regarding that ("Our firm M/s.....with address..... have not been blacklisted/debarred from business in PVVNL/UPPCL/Any Govt/ Semi Government/PSU/Local Bodies etc") at the time of bid opening on Rs. 10.00 non judicial stamp paper.

नोट :

1. समस्त निविदादाताओं को निविदा के भाग प्रथम में ऊपर मांगे गये प्रपत्र उपलब्ध कराने आवश्यक होंगे अन्यथा उनकी निविदा का द्वितीय भाग नहीं खोला जायेगा।
2. धरोहर राशि वापस लेने हेतु निविदादाता को फर्म के नाम का निरस्त किया हुआ बैंक तथा मोबाईल नं० भी उपलब्ध कराना होगा।
3. समस्त निविदादाताओं द्वारा निविदा के प्रथम-भाग में अपलोड किये गये केवल पठनीय दस्तावेजों / प्रपत्रों पर ही विचार किया जायेगा।
4. समस्त निविदादाताओं द्वारा निविदा प्रपत्र मालिक/अधिकृत प्रतिनिधि के हस्ताक्षरयुक्त मय मुहर निविदा के भाग-प्रथम के साथ अपलोड करने होंगे अन्यथा उनकी निविदा का द्वितीय भाग नहीं खोला जायेगा।
5. अद्योहस्ताक्षरी को निविदाकार/फर्म द्वारा प्रस्तुत प्रमाण-पत्रों/अभिलेखों के सत्यापन हेतु मूल अभिलेखों को मांगने पर दिखाने एवं निर्गत करने वाले सक्षम अधिकारी से अभिलेखों की पुष्टि करने का अधिकार सुरक्षित है।


 (Varun Verma)
 Executive Engineer

**Check List for Documents to be uploaded in Part-Ist Eligibility Criteria /
Prequalifying Condition (Technical & Financial Requirement)**

Tender No.-55/ECWD/GZB/2023-24 for Work of (i) Replacement of damaged single ckt underground XLPE cable for 33/11KV S/s Bamheta, Ghaziabad near Parthinn Hotel from 132KV Govindgram to 33/11KV S/s Bamheta, Ghaziabad (ii) Replacement of single single ckt underground XLPE cable for 33/11KV S/s Chiranjeev Vihar Ghaziabad at near bhagat singh chowk NDRF road Ghaziabad from 132KV morta (iii) Replacement of damaged single ckt underground XLPE cable for 33/11KV S/s Shastri Nagar-2, Ghaziabad near Petrol Pump from 132KV Govindgram to 33/11KV S/s Shastri Nagar-2, Ghaziabad (iv) Construction of 33KV line for feeding 33/11KV Substation Shastri Nagar-2, Ghaziabad from Kavi nagar chouraha to 33/11KV Substation Shastri Nagar-2 link line Ghaziabad.

S.No	Description	Yes/No	Uploaded on page No.
1	Copy of RTGS/NEFT Bank Receipt on a/c of Tender fee along with applicable GST in single transaction should be uploaded which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Urban Construction Division (Distribution), PVVNL Ghaziabad bank Account No. 10149900065 (IFSC Code SBIN0003279) in State Bank of India, Ghaziabad		
2	Copy of RTGS/NEFT Bank Receipt on a/c of Earnest Money in single transaction should be uploaded which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Urban Construction Division (Distribution), PVVNL Ghaziabad bank Account No. 10149900065 (IFSC Code SBIN0003279) in State Bank of India, Ghaziabad.		
3	The bidder should have a valid G.S.T Registration certificate and should upload the proof of the same. No provisional GST registration certificate will be accepted.		
4	The bidder should have a valid Class 'A' Electrical License, minimum validity upto date of opening of Bid (Part-I) issued by Electricity Safety Directorate of UP and should upload the proof of the same.		
5	The bidder should have a valid PAN card and should upload the proof of the same.		
6	Copy of last three years latest Income Tax Return/Clearance Certificate and should upload the proof of the same.		
7	The bidders must upload the photocopy of Aadhar Card.		
8	The bidders must upload the photocopy of valid character certificate issued from the office of D.M./S.S.P.		
9	The bidders must have valid labour insurance registration with labour commissioner, Ministry of Labour and Employment Govt. of India and must upload photocopy of the same and should also submit the copy of ESI/PF slip of employees for upto previous of month from the month of tender publication (i.e upto April 2023).		
10	Financial Requirement:- The bidder should have a minimum average annual turnover (MAAT) of Rs.39.67 Lac per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate with UDIN Number shall be enclosed/UPLOADED in support of above failing which the bid shall not be considered.		
11	Net worth of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets		
12	Solvency:- The bidder have a minimum solvency of 25% of estimated cost of tender or credit facility for the same from nationalized / Scheduled bank (Last one year old solvency will be accepted) or issued from any State Govt.		

S.No	Description	Yes/No	Uploaded on page No.
13	<p>The bidder should have successfully completed the electrical work (Construction of New 33/11 KV Substation or Construction of 33 KV Overhead / Underground Line or Increasing capacity work of 33/11KV Substation) in the last five financial year in PVVNL/UPPCL/Govt/ Semi Govt Organization as prime contractor from the date of opening of bid part-1. Which must be in running condition for at least last one year and must upload the Performance/Experience certificate copies of satisfactory work completion report mentioning completion of work within stipulated time issued by the officer of PVVNL/UPPCL/Govt/ Semi Govt not below the rank of Executive Engineer (Performance/Experience certificate/Agreements copies are to be uploaded/enclosed) as proof of the same.</p> <p><i>a) Should have successfully completion of the electrical work (i.e. Construction of New 33/11 KV Substation or Construction of 33 KV Overhead / Underground Line or Increasing capacity work of 33/11KV Substation) or higher rating work in a single order/agreement having minimum value of Rs.21.16 Lac or two orders/agreements having minimum value of Rs.13.22 Lac or three orders/agreement having minimum value of Rs.10.58 Lac or more with copy of satisfactory work performance certificate issued by competent authority.</i></p>		
14	The bidder must upload signed & sealed complete tender document in support of acceptance of terms & conditions of this tender		
15	Declaration on Rs. 10.00 non-judicial stamp paper about proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening. (upload copy)		
16	The bidder should not be black listed/debarred from business in any Govt./Semi Govt./PSU/local Bodies etc. at the time of bid opening. They have to upload an undertaking regarding that ("Our firm M/s.....with address..... have not been blacklisted/debarred from business in PVVNL/UPPCL/Any Govt/ Semi Government/PSU/Local Bodies etc") at the time of bid opening on Rs. 10.00 non judicial stamp paper.		

TENDERER SIGNATURE WITH SEAL



INSTRUCTION TO BIDDERS**1. Definition(s)**

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

- 1.1 "Addendum" shall mean any other document issued to the bidders in addition to the bid document by the DISCOM in the context of this bidding process.
- 1.2 "Agency / Service Provider/Contractor" shall mean the successful bidder who has received the Letter of Award and signed the agreement with the DISCOM to execute the Contract.
- 1.3 "Award of Contract" shall mean the issue of the Letter of Award/Letter of Intent.
- 1.4 "Bid/Tender" shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.
- 1.5 "Bidder" shall mean the firm/party who quotes the offer against a tender or Expression of Interest.
- 1.6 "Bid documents" shall mean all the documents issued to the bidder to procure works/services/ materials.
- 1.7 "BG" shall mean Bank Guarantee.
- 1.8 "Business" shall mean electricity distribution and Revenue collection activities
- 1.9 "Companies Act" shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- 1.10 "Consumer" shall mean any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;
- 1.11 "Contract" means the Contract Agreement entered into between the DISCOM and the Agency/servicer/Contractor, 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.
- 1.12 "Contract value" shall mean the Original contract value, as adjusted after giving effect of (i) price escalation (as per the statutory provisions), and (ii) changes in statutory taxes which is to be compensated by DISCOM as per the contractual provisions (if any).
- 1.13 "Circle office" shall mean offices which manage and control working of Divisions. Circle Office operates under Regional Office and has a number of divisions.
- 1.14 "Division office" shall mean offices which manage and control working of ECWC/EDCs/ Zones. Division Office operates under Circle office and have a number of ECWC/EDCs/ Zones.
- 1.15 "EMD" shall mean Earnest Money Deposit.
- 1.16 "Engineer In charge" shall be the officer under whose office the work stipulated in contract is executed.
- 1.17 "Instruction" shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the DISCOM from time to time during the Contract Period.
- 1.18 "Month" shall mean calendar month.
- 1.19 "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee or electronic media and shall be deemed to have been received when in ordinary course of post it would have been delivered.
- 1.20 "DISCOM" or "Service Recipient" or "Discom" shall mean (Name of the Discom **Pashchimanchal Vidyut Vitaran Nigam Limited**)
- 1.21 "Services" shall mean all the services which the successful bidder is required to provide under the scope of work to the DISCOM under the Contract.
- 1.22 "Successful bidder" shall mean the bidder who has received the letter of award/Loi from the DISCOM to execute the work as per specification/contract.
- 1.23 "Work Order" means written order signed by the DISCOM after the successful bidder has acknowledged the LOA/LOI. This along with LOA, Specifications (RfP) document and the bidders response to RFP shall constitute Part of the Contract.
- 1.24 "Work" shall mean services to be provided by the Agency under the "Work Order" or "Contract".
- 1.25 "Zone" means Distribution Zone operates Operation & Maintenance (O&M) activities for a defined area

in city divisions. Zone is a smallest business unit in Discom in city divisions. Zone works under city Division office.

2 Availability of Bid documents

- 2.1 The bid document will be uploaded on the DISCOM's website/E-portal of Government of Uttar Pradesh (Go UP) as mentioned in E-tender Notice, the same can be downloaded and submitted on E-portal along with desired EMD on due date as specified in E-tender notice as bid document. The tender fees shall have to be submitted along with submission of the bid.

3 Invitation of Bids

- 3.1 The DISCOM is hereby inviting unconditional bids for procuring works/services/material as specified in the bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified in Section "Eligibility criteria for bidders".
- 3.2 The bidding process shall be undertaken through Single-Stage Two-Envelope method through e-tendering. The tender information has been provided in relevant section of Bid documents.

4 Consortium/Joint venture Bidding

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

5 Eligible Bidders

- 5.1 A Bidder may be an individual, private entity, government-owned entity - subject to clause 5.2 below, and shall furnish as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the DISCOM/Service Recipient. The detailed eligibility criteria are listed out in Section:- Eligibility Criteria for Bidders.
- 5.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the ECWD, Ghaziabad DISCOM, as the DISCOM shall reasonably request.

6 Responsibility of bidder(s)

- 6.1 The DISCOM 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 DISCOM or any other data.
- 6.2 Verbal agreement or conversation with any officer/employee of the DISCOM either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.
- 6.3 It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/services.

7 Eligibility criteria

- 7.1 The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the DISCOM. The detailed eligibility criteria are listed out in Eligibility criteria/Pre-Qualification requirement of this bid document.
- 7.2 Notwithstanding anything stated therein, the DISCOM reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation or after award.

8 Project site visit

- 8.1 The bidder is advised to visit and examine the site where the works/services is to be executed and its surroundings; and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works/services. The cost of visiting the site shall be borne by the bidder.
- 8.2 The bidder and any of its authorized personnel shall be granted permission by the DISCOM to enter in its premise(s) and land(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the DISCOM and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property.

9 Process to be Confidential

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

10 Clarifications on bid documents

- 10.1 The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the DISCOM in writing through email/fax/post, to the address as mentioned in E-tender Notice of this bid document, two days prior to the Pre-bid conference, if any. The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).
- 10.2 **Pre-bid Conference:-** The Discom may invite a pre-bid conference in which all prospective bidders are requested to participate. The date, time and place of pre-bid conference is mentioned in the NIT/e-portal. The bidders are requested to send their authorized representatives to attend the prebid meetings along with the queries regarding the bid documents, if any. The reply of queries will be uploaded on e-portal, only. However, attending the pre-bid conference is not a mandatory requirement for submitting the bid documents.
- 10.3 The DISCOM will respond only 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 DISCOM. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be intimated to all bidders through e-portal only. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder's Proposal.
- 10.4 The DISCOM reserves the right to defer/decline responding or addressing to such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.
- 10.5 The copies of all the replies/clarifications issued by the DISCOM shall also be a part of the tender specification.

11 Preparation of Bids

- 11.1 The bidder shall submit only one (1) unconditional bid in response to this tender/bid document.
- 11.2 The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the DISCOM.
- 11.3 The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.
- 11.4 All pages of the bid document(s) including conditions of Contract, 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 will stand liable for rejection.
- 11.5 General information, which is not specifically requested for in the bid documents, must be attached separately to the techno-commercial proposal and clearly labelled as "Supporting Material".

12 Deviations from terms and conditions of the bid

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

13 Bid Forms

- 13.1 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.
- 13.2 For all other cases, the bidder shall design a form to get the required information from the bidder.
- 13.3 DISCOM shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.

14 Conditional Bid

- 14.1 The bidders shall offer only unconditional bid as conditional bid are liable to be rejected.
- 14.2 Bidder's printed terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. These types of bids shall be deemed as conditional bids and shall stand liable for rejection.

15 Deadline for submission of bids

- 15.1 Bids must be submitted on in e-portal only but no later than the time and date as specified in E- tender Notice of Tender Document. In the event of the specified date for submission of bids being declared a holiday for the DISCOM, the bids will be received up to the appointed time on the next working day.

Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

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

16 Late Bid

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

17 Withdrawal of Bids

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

18 Associated cost of bid preparation and submission

- 18.1 The bidder shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.
- 18.2 The DISCOM shall in no case be responsible for or liable to the costs or in DISCOM evaluation of bids, regardless of the conduct or outcome of the bidding process.

19 Request for Modifications/Amendments in Bid Specification:-

- 19.1 The bidders may request for clarification or changes in the bid documents by submitting the issues prior to the pre-bid conference date as specified in E-notice tender.
- 19.2 The DISCOM at their sole discretion may modify the bid documents if deemed appropriate by issuing addendum as a result of a request or clarification discussed during the pre-bid conference.

20 Language of the bid

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

21 Amendment(s) to bid documents

- 21.1 At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the DISCOM reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The DISCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The DISCOM shall assume that the information contained therein will have been taken into account by the bidder in its bid.
- 21.2 The amendment(s) to bid documents shall be binding on all bidders.
- 21.3 In a scenario where the interested bidder has already submitted its bid post which the DISCOM issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid but not after opening of Bid envelope-I.

22 Earnest Money Deposit

- 22.1 The EMD amounting Rs.26,500.00 (1% of cost estimate) shall be submitted online through NEFT/RTGS receipts to be uploaded on the E-tendering portal.

The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number:- 10149900065 IFSC Code SBIN0003279 in the name of **Executive Engineer, Electricity Urban Construction Division (Distribution), PVVNL, Ghaziabad** in bank **State Bank of India, Ghaziabad** (Name of Bank) through RTGS/NEFT. Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of original bank Guarantee along with copy of confirmation mail from issuing bank shall be uploaded e-Procurement portal of Go UP.

- 22.2 The bid proposal/offer shall necessarily contain EMD of requisite amount and should be furnished through appropriate mode as specified in Section- "Essential tender information on e-portal" of the bid document. In case EMD is to be deposited through a BG/DD from a scheduled nationalized bank and in prescribed format, the same shall be uploaded while filling the e-tender. The bidder shall to submit the

BG/DD (in original) in Discom office within 5 days of opening of bid part-I, failing which their bid shall not be considered for opening of their bid part-2 (Price Part).

- 22.3 Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidder unopened.
- 22.4 If on opening of bid any discrepancy in EMD is found (relating to amount, etc.), the bid shall be summarily rejected.
- 22.5 In case of unsuccessful bidders, the EMD shall be refunded after successful submission of Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the DISCOM.
- 22.6 If the successful bidder fails to furnish the contract performance guarantee within thirty (30) days after the issue of Letter of Award (LoA), their EMD shall be liable to be forfeited.
- 22.7 In case the bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. The EMD of successful bidder shall become part of the initial contract performance guarantee. No interest shall be payable on such deposits lying with the DISCOM.
- 22.8 The DISCOM reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.
- 22.9 The bank charges (if any) shall be attributable to the bidder, only.
- 22.10 EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in E-tender Notice.

23 Documents comprising the bid and sealing of bid

- 23.1 Part-I (A)-Envelope- (to be submitted online as well as payment receipt physically super scribing "Earnest Money Deposit" along with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening): It shall contain EMD details. However, scanned copy of document in support of proof of online submission of EMD must be uploaded and submitted physically also in Envelope-I (A), within 5 days of opening of bid part-1.
- 23.2 Part-I(B)-Envelope- (to be submitted online only): It shall contain all the documents as notified in Section- "Eligibility criteria of bidders" of the bid document in scanned format. Other documents/Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to techno-commercial evaluation shall necessarily be furnished (duly filled and signed) in scanned copies.
- 23.3 Part-II- Price Bid- Price Bid shall be submitted online only in the Proforma as per BoQ While preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

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

24 Submission of bid

- 24.1 Both the Part-I and Part-2 shall be submitted online only and physically in separate sealed envelopes and these envelopes shall be properly super scribed as Part-I: "Earnest Money Deposit". Each envelope shall also be super scribed with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening.
- The bidders are requested to ensure that they furnish the envelope-I and II appropriately online which should be DIGITALLY signed. Any correction / overwriting should be signed by the bidder. An offer with correction / overwriting without signature of the bidder is likely to be rejected.
 - The Bidders are requested to ensure that all required schedules duly filled-in, are submitted. The bidders should also note that in absence of any of the schedules except price bid, their offer is likely to be rejected.
 - Transfer of the documents purchased online by one bidder to any other bidder is not permissible.
 - The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/ supplies to be made. The DISCOM will not, after acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).

- It is necessary to purchase the Bid documents online from e-portal of GoUP.

- 24.2 PERIOD OF VALIDITY :- The period of validity shall not be less than that specified in the Bid documents.
- 24.3 Nobody is authorized to receive or issue receipt of bid delivered by hand.
- 24.4 All required copies of the Techno-commercial Proposals are to be made from the original.
- 24.5 An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization shall be in the form of a written power of attorney in the name of the Bidder purchasing the proposal. The signed proposal shall be marked as "ORIGINAL".
- 24.6 Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.
- 24.7 The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in figures.
- 24.8 No post bid development shall be allowed regarding any change in terms of prices or techno- commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be entertained whatsoever.
- 24.9 The bid documents include certain statements, description, projections etc. with respect to the DISCOM and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their 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.

25 Opening of bids

- 25.1 The DISCOM shall open online bids at the date and time for opening of bids as specified in Section-I "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the DISCOM, the bids will be opened at the appointed time on the next working day.
- 25.2 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.
- 25.3 The bidders' names, bid prices, and the presence or absence of the requisite EMD and such other details as DISCOM at its discretion may consider appropriate, will be recorded at the time of bid opening.
- 25.4 In the case of Single-Stage Two-Envelope bids, on the bid opening date only the techno- commercial bid shall be opened. The date for opening of the Price bid shall be as per Key date. In case of extension of due date, the same shall be uploaded in DISCOM's website & e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.
- 25.4.I Opening of Envelope-I (A) (containing Earnest Money Deposit) and Envelope- I (B) (containing Techno-commercial bid): The first envelope with EMD shall be opened on the due date and time of bid opening as specified in Section-I Essential tender information of this bid document. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is found to be as per the requirements).
- 25.4.II Opening of Envelope-II - Price bid: Price Part of only those Bidders shall be opened on- line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the DISCOM to such Bidders and the price bid uploaded by them shall not be opened
- 25.5 In the event, the DISCOM, in its discretion, decides not to open the bid for want of adequate response to the bidding, the DISCOM may either extend the bid pursuant to Clause no. 15.2 and 26.1 of Section-III: Instructions to Bidders or cancel the bidding process.
- 25.6 It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section.
- ## 26 Change in date and time of opening of bids
- 26.1 May be noted that the due date/time of opening of bid can be altered/extended if desired by the DISCOM, without assigning any reason thereof. However, due intimation shall be available at DISCOM's website.

The bidder shall be responsible for keeping itself updated on the changes in date and time of opening of bid.

27 Canvassing of bids

- 27.1 Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the 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 DISCOM's personnel or representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder's proposal/offer.

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

- 28.1 The DISCOM reserves the right to accept or reject any bid, and to 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 DISCOM in this regards.

29 Currency of Price Bid

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

30 Interpretation of conditions of bid(s)

- 30.1 The DISCOM shall be the final authority to interpret any or all 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 DISCOM shall be final and binding on all the bidders.

31 Validity of bids

- 31.1 The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid (Envelope-1) or any other extended date for their receipt or any other extended period consented upon by the bidders. The DISCOM may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD deposited by the bidder with their bid. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.
- 31.2 The bid along with the rates and condition thereby shall be open for acceptance of the DISCOM for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period. In case the DISCOM requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid (except change in wages or any other statutory compliance as per Government norms). In case Bidder does not extend the validity, he/she must respond his/her unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD/bid security can be returned.

32 Issue of Letter of Award, Contract Signing and Issue of Work Order

- 32.1 The DISCOM shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.
- 32.2 The DISCOM shall issue a detailed Letter of Award (LoA) to the successful bidder
- 32.3 Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective Circle Offices.
- 32.4 Signing of the Contract Agreement, work order shall be issued by respective Circles.

33 Bid evaluation

Preliminary examination

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

- 33.3 Prior to the detailed evaluation, the DISCOM will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For 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, conditionalities or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one (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 DISCOM's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
- 33.4 During bid evaluation, the DISCOM may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the DISCOM may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 33.5 Bids containing deviations from critical provisions will be considered as non-responsive.
- 33.6 If a bid is not substantially responsive, it will be rejected by the DISCOM, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The DISCOM's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 33.7 The DISCOM will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The DISCOM shall be the sole judge in this regard and the DISCOM's interpretation of the Qualification Requirement shall be final and binding.
- 33.8 The determination will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract work in hand, future commitments and past performance during execution of contracts that have been awarded by the DISCOM on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DISCOM deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the DISCOM.
- 33.9 The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
- 33.10 An affirmative determination will be a prerequisite for the DISCOM to evaluate the Techno- Commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 33.11 The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Award (LoA) for any other Contract of DISCOM in past 3 years.
- 33.12 To assist in the analysis, evaluation and computation of the bids, the DISCOM may ask bidders individually for clarification of their submitted bids. The request for clarification and the response shall be in writing but no change (whatsoever) in the price or substance of the bid offered shall be permitted.
- 33.13 After successful evaluation and compliance to techno- commercial condition (satisfying the qualification requirement), financial bid shall be opened.
- 34 **Period of Contract**
The quantity of work under contract shall be completed as per agreement. Further, the Discom may terminate the contract by giving 30 days' notice without assigning any reason.
- 35 **Contract Performance Guarantee**
A Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance security from a Public Sector Indian Bank, in the specified format (NEFT/RTGS/DD/Bankers Cheque/Bank Guarantee) in favour of the Owner. The guarantee amount shall be equal to **Ten percent (10%) for Supply/work/services contract**, of the total Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. Proforma annexed as Annexure.

The guarantee shall be valid till the end of Warranty Period (06 Months) from the date of commissioning) and handing of the work/completion of all the ordered quantity (for supply contract only). The bank guarantee should also have a further claim period of 90 days from the date of completion of the contract.

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


(Varun Verma)
Executive Engineer

General Conditions of the Specification

1. Discom's representative

The Discom shall appoint an officer/employee designated as the Controlling Officer/Officer-in-charge who shall carry out the functions and obligations of the Discom under the Contract.

The Discom may from time to time appoint any other person as the Controlling Officer/Officer-in-charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Discom 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 shall represent and act for the Discom at all times during the currency/validity of the Contract.

Any decision, instruction or approval given by the Controlling Officer/Officer-in-charge of the Discom shall be binding on the Contractor.

All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/Officer-in-charge.

The Controlling Officer/Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

2. Contractor's Representative

The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Contractor) to supervise the works/services at each Circle. 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 Discom/Service Recipient. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct him-self/her-self or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

3. Bankruptcy/Insolvency of the Contractor

If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them 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 Discom shall be at liberty:

To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the Discom subject to his/her providing an appropriate guarantee for the performance of such Contract.

4. Duty and Behavior of Contractor's Personnel

The personnel deployed by the Contractor must always carry their Photo-ID card issued by Discom.

The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in-charge of the Discom for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the Discom from time to time.

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 Discom shall be final and binding on the Contractor in all such matters.

5. Safety Provisions

The Contractor shall arrange for the safety in its operation as prescribed by the Discom and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's staff during performance of duty. The Discom would not be liable to pay any compensation to the injured

employees of the Contractor under any circumstances.

In case the Contractor fails to make such arrangement, the authorized officer/staff of the Discom shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the Discom a penalty amount, as determined by the competitive authority of the Discom.

6. **Checks and Supervision by the Contractor**

The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the Discom. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the Discom shall be recovered from the amounts payable to the Contractor and its security deposits or Contract Performance Guarantee.

7. **Notices and Instructions**

The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Discom. Any notice or instructions to be given to Contractor 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 Contractor last notified by them or delivered to authorized signatory.

8. **Health of the Personnel deployed**

All persons deployed by the Contractor 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 Discom's property/interest due to deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the Discom.

9. **Subletting**

The Contractor shall not sublet any activity or any part thereof under the Contract.

10. **Force Majeure**

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.

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 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.

A notification to this effect duly certified by statutory authorities shall be provided by the Contractor to the Discom. The authority as decided by the Discom (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on Contractor/Contractor.

11. **Damage to Property and injury to personnel**

The Contractor shall indemnify and keep indemnified the Discom 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.

The Discom 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 Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

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 Discom shall have full powers to retain out of any sums payable/becoming payable to the Contractor, 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 Discom shall be final in regard to all matters arising under this clause.

In case it is found that any theft or damage has occurred to the property or premises of the Discom due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the Discom shall be recovered from the Contractor's monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may be deemed fit.

In case any personnel of the Contractor 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 Discom, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Discom.

The Discom shall be deemed to be indemnified by the Contractor for lapses or other mischief's etc. by its personnel

Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

12. Arbitration

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

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

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

13. JURISDICTION OF THE COURTS: All dispute/difference or controversy arising out of between the contractor and U.P. Power Corporation Ltd. & the Engineer of the contract and related to this contract shall be subjected to the jurisdiction of local courts of Ghaziabad and Hon'ble High court at Allahabad.

14. Blacklisting

In case(s) of severe default(s) by the Contractor (including but not limited to relevant clause of this section), the process of blacklisting or debarring of Contractor and recoveries (if any) thereof may be undertaken by the Discom if deemed necessary.

15. Taxes

The Contractor shall be responsible for payment of all taxes duties statutory/local levies arising as as result of commercial transactions under this Contract such GST etc. Discom shall not be responsible for any tax related liability in any manner whatsoever.

During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.

If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor, the Discom shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the Discom and tax deduction certificate shall be issued to the Contractor wherever

applicable as per law.

For the purpose of the Contract it is agreed that the Contract value shall include all taxes (including) but not limited to GST or any other similar tax/duty/Cess/ surcharge/levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to be performed under the contracts in their quoted bid price. The Discom shall not be bear any separate liability over and above the contract price for payment of taxes.

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 Contractor 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.

The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the Discom.

16. Termination of Contract

Events of default

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:-

- i. If the Contractor fails to deliver services as per time schedule in the Scope of Work.
- ii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
- iii. If the Contractor does not make timely payment of salaries to the deployed labour.
- iv. If the Contractor does not make the mandatory payments like EPF, ESIC and others liabilities if any.
- v. If it comes to the Discom's notice that the Contractor is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it.
- vi. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
- vii. If the Contractor fails to make payment of any amount payable to the Discom, as and when the same becomes due.
- viii. If the Contractor fails to provide, renew or replenish the payment security and/or contract performance guarantee.
- ix. If the Contractor fails to fulfil any of the directions or orders of the officers in-charge or comply with the requirement of the electricity laws or other laws in relation to bid area.
- x. If the Contractor has made any false or misleading representation or warranty.
- xi. If the Contractor transfers, otherwise then pursuant to contract, any material or property of the Discom.
- xii. If the Contractor indulges in any malpractice or corrupt practice.

If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

Termination for Convenience

The Discom shall be entitled to terminate the Contract without assigning any reason thereof at any time of the Discom's convenience, by issuing an "Order for Termination" to the Contractor. The termination shall take effect on 30th day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the Discom.

Termination due to Change in Government / Management Policy

The Discom shall be entitled to terminate the Contract due to change any Government/ Management Policy, by issuing an "Order for Termination" to the Contractor

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

Effect of Termination (Either upon default or for convenience or Change in Management / Government Policy)

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

- If the contract has been terminated on occurrence of "Event of Default" as defined in Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of "Termination of the Contract" and amount so realised shall be forfeited by the Discom, as a reasonable pre-estimate of the losses which have occurred to the Discom due to non-performance of the Contractor.
- If the contract has been terminated on convenience as per Clause 20.3, the Discom shall have rights to recover any amount payable by Contractor to the Discom from the Contract Performance Guarantee.
The Discom unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
- The Discom shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
- Upon termination of the contract, the Contractor shall immediately:-
 - a) Remove it's manpower deployed on performance of services pertaining to the Contract;
 - b) cease all further work, except for such work as the Discom 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) Remove all Contractor's equipment from the site, repatriate the Contractor'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
 - d) deliver to the Discom the parts of the facilities executed by the Contractor up to the date of termination.
 - e) to the extent legally possible, assign to the Discom all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the Discom, in any subcontracts concluded between the Contractor and its Subcontractors; and
 - f) Deliver to the Discom all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.
 - g) The Discom shall have the rights to recover from the Contractor any loss or damage occurred to the property/ items/ materials/ equipment etc. of the Discom, due to any act of Contractor or its personnel.

17. Corrupt or Fraudulent Practice(s)

The Discom 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 Discom 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 Discom 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 Discom of the benefits of free and open competition.
- will reject a bid or The Discom 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 n question.
- The Discom 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 Discom

18. Miscellaneous

In case, any penalty is imposed by the regulator/ government/ any other judiciary or compensation thereof, as decided by the concerned authority, on the Discom related to services/ scope of work as per this Bid document, then the same shall be passed on to the Contractor.

GENERAL TERMS AND CONDITIONS

- 1- The tenders shall be publically opened by the Executive Engineer, Electricity Construction & Works Division, Ghaziabad, or his authorized representative in this office at 15:30 hrs. on due date of opening of the tender in presence of tenderers or their authorized representative who wish to be present. In case the tender opening date is holiday, the date of submission and opening of tender will stand extended to next working day.
- 2- In case of offer is not with the valid earnest money, Part-II of the tender bid shall not be opened. No further consideration of the tender shall be made in such cases.
- 3- The successful tenders are required to execute an Agreement on Non-Judicial stamp paper worth Rs. 100/- within 15 days from the date of issue of Registered notice and if he fails to do so his earnest money shall be forfeited.
- 4- Executive Engineer, Electricity Construction & Works Division, Ghaziabad, reserves the right to reject any tender or all the tenders or part there off or to distribute the work amongst more than one tenderers without assigning any reason thereof.
- 5- For any further clarification, tenderers can contact the Executive Engineer, Electricity Construction & Works Division, Ghaziabad; No subsequent representation on grounds of any sort of misunderstanding will be entertained. Executive Engineer, Electricity Const. & Works Division, Ghaziabad does not pledge to accept the lowest tender. He reserves the right to accept any tender or rejects all the tenders without assigning any reason thereof. Incomplete tenders shall be rejected out rightly.
- 6- Tender revising their prices after opening or tenders or submitting any clarification at their own reflections, prices structure will be out rightly rejected and they may be debarred from the further participating in tendering for one year.


(Varun Verma)
Executive Engineer

SPECIAL TERMS AND CONDITIONS

Special terms and conditions of tender specification No.55/ECWD/GZB/2023-24 for Work of (i) Replacement of damaged single ckt underground XLPE cable for 33/11KV S/s Bamheta, Ghaziabad near Parthinn Hotel from 132KV Govindgram to 33/11KV S/s Bamheta, Ghaziabad (ii) Replacement of single single ckt underground XLPE cable for 33/11KV S/s Chiranjeev Vihar Ghaziabad at near bhagat singh chowk NDRF road Ghaziabad from 132KV morta (iii) Replacement of damaged single ckt underground XLPE cable for 33/11KV S/s Shastri Nagar-2, Ghaziabad near Petrol Pump from 132KV Govindgram to 33/11KV S/s Shastri Nagar-2, Ghaziabad (iv) Construction of 33KV line for feeding 33/11KV Substation Shastri Nagar-2, Ghaziabad from Kavi nagar chouraha to 33/11KV Substation Shastri Nagar-2 link line Ghaziabad.

SCOPE OF WORK

The quantities specified in this tender are estimated only, and quantities of any activity as per physical condition and requirement of site may vary any limit but not more than in +10% in overall value of agreement including optional activity. If the cost of the contract is above +10% due to quantity variation as per the site requirement, the case will be put up to competent committee for approval. In any conditions the cost of agreement should not be more than of sanctioned linkage amount.

The contractor shall have no objection in case the quantities are decreased or increased to this extent and shall carry out the work without any increase in rates.

1. MATERIAL INSPECTION :-

- 1.01 The contractor must purchase/obtain all the material required for the work strictly from the approved PVVNL vendor/supplier and material must be as per approved GTP in accordance with technical specification of PVVNL norms. Technical specification of any item if needed can be obtain by the office of Executive Engineer Electricity Construction & Works Division Ghaziabad.
- 1.02 In case as per PVVNL norms, the quantity & quality of material cost over the Rs. 2.00 Lac shall be inspected & checked by S.E. (DQC), PVVNL, Meerut team. than the intimation will have to be given by the firm to **the concern Executive Engineer, Electricity Construction & Works Division** at least 10 days before from the stipulated delivery period. The concern Executive Engineer (construction) will forward this inspection offer to S.E. (DQC). Inspection of the material shall be done at the premises of firm by DQC nominated team. The test certificate of manufacturer shall be produced at the time of inspection. However, dimensions check/physical check shall be carried out at the premises of supplier. Concerning AE/JE (Construction) shall ensure quality and quantity of material at site as per DQC's report.
- 1.03 Pre-dispatch inspection and testing of equipments & hardware items shall be carried out as per PVVNL norms at premises of the manufacturer/vendor supplying the material. The testing shall be done as per relevant IS in accordance with Technical Specification, GTP, drawings approved by Deptt. and its latest amendment thereof. Officers for inspection shall be nominated by S.E. (DQC)
- 1.04 After successfully inspection of material, the supplier/vendor will submit the inspection report to concerned Superintending Engineer/Executive Engineer, Electricity Construction & Works Circle/Division. Superintending Engineer Electricity Construction and Works Circle- Ist, Meerut will issue D.I. to Firm.
- 1.05 The contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions; otherwise the dispatch instruction shall stand cancelled. In the event of delay in receipt of materials beyond 21 days due to reasons not attributed to partial-turnkey contractor/supplier, suitable time extension may be permitted by the Superintending Engineer Electricity Construction and Works Circle- Ist, Meerut. All expenditure incurred by the department in performance of dispatch instruction shall be recovered from partial turnkey contractor.
- 1.06 In case as per PVVNL norms, the quantity & quality of material cost upto Rs. 2.00 Lac shall be inspected & checked by concerning Division level after sending request for waiver of inspection for that material to SE/EE Electricity Construction Circle/Division and getting approval for waiver of inspection and SE, ECWC-I, Meerut will issue the D.I for the material on request of the contractor. The intimation to concerned Division

✍

will have to be given by the firm at least 10 days before from the stipulated delivery period. The inspection of the material shall be done at the site store of the firm by the concerned AE/JE (Construction) and shall ensure quality and quantity of material as per technical specification & relevant ISS. The test certificate of manufacturer shall be produced at the time of inspection.

- 1.07 Contractor shall ensure that inspection call is raised only when the material/equipment is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- (Rupees Fifty Thousand) shall be recovered from the bills of the agency. Second such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors.

2. **COMPLETION PERIOD:-** The contractor will complete the work within 03 Month from the date of issue of LOI/Agreement whichever is earlier OR 15 days from the date of issue of last material, whichever is later. In case quality of work is not satisfactory during execution of work as per specification, the contract/agreement, may be terminated.
3. **PENALTY:-** Penalty @ ½% per week subject to maximum 10% of the contract value shall be imposed/deducted from the bill for the delayed period beyond stipulated period if work is not completed within stipulated period.

4. PROGRESSIVE PAYMENT (SUPPLY)

4.1 **First Installment (60%) against Supply of equipments/materials:** Sixty percent (60%) payments against various items of price schedule including 100% taxes etc. as per price given in this LOA shall be paid on successful completion of inspection and testing of the materials/equipments and receipt of material at site on submission of the following documents:

- (a) Detailed Project Execution Plan/Pert Chart and its approval by the Employer.
- (b) Evidence of dispatch (R/R or receipted L/R)
- (c) Contractor's detailed invoice & packing list identifying contents of each shipment.
- (d) Invoice certifying payments of GST, Taxes for the direct transaction between Employer and Contractor.
- (e) Copy of certificate to the effect of payments of State/Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- (f) Certified copy of insurance policy/Insurance Certificate.
- (g) Manufacturer's/Contractor's guarantee certificate of quality.
- (h) Material Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. DI shall be issued by authorized officer of Employer
- (i) Manufacturer's copy of challan.
- (j) Submission of the certificate by the Employer's representative that the item(s) have been received.
- (k) Contractor shall ensure that the material is procured by them according to the approved milestone/schedule and based on priority of work advised by SE- ECWC-Ist, Meerut.

4.2 **Second Installment (30%) against Supply of equipments/materials:** Thirty percent (30%) of the Ex-works price component as per price given in this LOA shall be paid after erection of the material and on submission of the following documents.

- (a) Manufacturer's copy of challan.
- (b) After ensuring that materials under consideration have been received, erected, tested and commissioned as per technical specification, scope of work & approved drawings.

The 60% and 30% payments of Ex-works price component as stated above shall be made as per unit rate (Including F&I) given in the supply LOA and the invoice shall be raised accordingly by the working agency which shall strictly be ensured by SE- ECWC-Ist, Meerut.

4.3 First Installment (10%) against Supply of equipments/materials: The balance ten percent (10%) of the Ex-works price component shall be paid on successful supply, erection, testing and commissioning of the work in the project, reconciliation of materials and payments and issuance of Taking over Certificate by the PVVNL and on submission of following documents.

- (a) Contractor's invoice for release of final installment.
- (b) CEO shall ensure for validity of unconditional & irrevocable Bank Guarantee for full 10% amount of total contract price towards Contract Performance Guarantee (CPG). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the contract.

"Commissioning" for the purpose of payment shall mean satisfactory completion of all such supplies, erection, commissioning, check and successful completion of all site test and continuous energisation of the equipment/material at rated voltage as per the contract and to the satisfaction/approval of PVVNL.

In case, for any reason not attributable to the contractor, the commissioning and charging of equipment/materials is delayed beyond 120 days of successful completion of final checking and testing of works, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of works for commissioning and charging at rated voltage, to be extended till 90 days beyond actual commissioning & taking over.

5 PROGRESSIVE PAYMENTS (ERECTION):

a) First Installment (90%) : Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Certified copy of Insurance policy/Insurance Certificate.
- d. **Contractor's GST invoice**
- e. Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning.
- f. Submission of certificate on measurement book by Section Holder/Junior Engineer that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved Drawings/Manuals.
- g. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.


b) Second and Final Installment (10%):

- a. The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the contract and issuance of Taking over Certificate of the project.
 - b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
 - c. On submission of the certificate by the Section Holder/Junior Engineer that the equipment/materials have been erected, tested and commissioned.
 - d. On certification by Section Holder/Junior Engineer for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Contract. The said Contract Performance guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
 - e. On certification of Section Holder/Junior Engineer for reconciliation of materials and payments.
 - f. On certification of Section Holder/Junior Engineer that assets under the project are created and are taken over by Employer.
 - g. **Contractor's GST invoice**
6. **CONTRACT PERFORMANCE GUARANTEE:-**The successful Tenderer / bidder shall deposit 10% of the contract value in the form of NEFT/RTGS/DD/BG issued from Nationalized / Scheduled Bank of India on a non-judicial stamp paper of requisite amount duly pledged in favour of EE. ECWD, Ghaziabad valid for a period of 12 months. The Contract Performance Guarantee shall be released after six months from the date of Handing over of project to concern Distribution wing
 7. The contractor shall be fully responsible for all labour rules and regulations and no liabilities what so ever in this regards be accepted by PVVNL/U.P. Power Corporation Ltd.
 8. The contractor shall be responsible for any damage; loss, theft of material or breakage during execution of work till the handing over the project to concerned distribution division.
 9. The contractor shall have to arrange group insurance of their labours / workers at his own cost.
 10. **SUPERVISION OF WORK :** The work shall be supervised by Executive Engineer, Electricity Construction & Works Division, Ghaziabad along with concerned Assistant Engineer/Junior Engineer.
 11. **RESPONSIBILITIES OF THE CONTRACTOR :** The contractor shall be entirely responsible for the execution of the contract in all respect in accordance with the terms of general conditions of contract form 'A' special conditions specification and schedule of quantities and prices and drawing not withstanding any approval which the Engineer might have given of the details drawings prepared by the Contractor the material or other parts of the work involved in the contract.
 12. **SAFETY OF STAFF/LABOUR :** Only skilled labour shall be allowed to be entered in the switchyard of Sub-Station. The contractor shall provide and make necessary arrangements for safety of staff ad labour at site of work. The Corporation will not be responsible for any accident of any

- person at the site of work or for any damage there during construction of work. The staff insurance charges, if any, shall be borne by the contractor.
13. **CONTRACTOR RESPONSIBILITY :** The contractor's representative/staff labour shall be abide by all general regulations of the undersigned in force at site and to any special conditions affecting the local administration. All the employees working on the land/building belonging to Corporation shall be deemed to be aware of the general dangers and risks incidental to the activities of the Corporation and other contractors. The contractor shall discharge all the obligations under the Indian Workman's compensation Act and Labour Laws so far as they may affect the work and workman under is control. Assistant Engineer/Junior Engineer of the department will supervise at site who will check the work and will provide points. The Assistant Engineer can order to stop the work if he is not satisfied with the correctness of the job. The construction of lines/sub station stringing etc. will be as per departmental construction technique given in the construction manual issued by the Rural Electrification and Secondary System Planning Organization, Lucknow. The contractor shall be responsible for any damage; loss or breakage during construction and the cost of such losses will be recovered from him. Any worker/staff engaged by him for the work will have to be removed by the contractor if so desired by the Executive Engineer/Assistant Engineer.
 14. The charges for road cutting, forest clearances charges, Development Authority, NHI clearance charges, electrical safety clearance and railway crossing approval charges, land lease charges or from any other agency which are required to complete the work, shall be paid by the contractor. Any loss or damage to any of the public utilities shall be repaired by the contractor at the contractor at his own cost.
 15. In case any hindrance is created by local people during executive of work, the contractor shall be responsible to resolve it.
 16. **PENALTY FOR THEFT OF MATERIAL :** The recovery of material duly supplied by the PVVNL to the contractor, stolen or damage which is under custody of the Contractor or erected at site till Sub-station, 33KV lines, 11KV lines are handed over to concern distribution division will be done and deduct at the rate double of the stock issue rate of U.P.P.C.L. The Engineer-in-Charge of the work will ensure that the material for execution of the work is given to the Contractor through proper Invoice. PVVNL will not provide any material against theft of material from site and Contractor has to arrange material against theft as per PVVNL standard at his own cost to restore the work.
 17. Once departmental material issued to contractor or departmental materials are under the custody of contractor then contractor shall be entirely responsible for theft of material from site or during execution of work/transition of material from store to site or vice-versa. Theft material FIR will be lodged by contractor in concern police station in presence of concern JE/SDO of this division.
 18. The Contractor shall at all time provide sufficient fencing, notice boards, lights and watchmen to protect and warn the public and guard the work and material of substation, 33KV and 11KV lines during execution of work at his own cost.
 19. The Contractor shall insure the material issued to him against loss by theft, destruction or damage by fire, flood under exposure to the weather or through riot, civil commotion war or rebellion for the full value of the material from time of delivery to until constructed substation, 33KV line and 11KV line is handed over to concern distribution division/end user.



20. **Issue of material:-** Material required for execution of contract work shall be issued to contractor through SAP proper invoice/Gate pass of store center under PVVNL and contractor shall be entirely responsible for loss by theft, destruction or damage by fire, flood etc and any mishappening to men & material from any electricity store center under PVVNL to work place during transportation of materials. It shall be entire responsibility of the contractor against theft / damage of material during execution of work till complete substation, 33KV line and 11KV lines are handed over to concern distribution division/end user. UPPCL/PVVNL shall not bear any cost on account of theft / damage of material during execution of work till handing over the complete contract work to concern distribution division.
21. The contractor will be abide for entire responsibility of safety of 33/11 KV Sub-Station/constructions of 33KV Line (O/H & U/G) and 11 KV Lines (O/H & U/G) or both : as theft, damages etc. till the complete 33/11 KV Sub-Station, 33 KV line & 11 KV line be handed over to the concerning distribution wing.
22. P.V.V.N.L, Meerut / U.P. Power Corporation Ltd. shall in no way be responsible for any liabilities by the way of damage or compensation of claims in respect of employees and equipment.
23. In case, the contractor fails to execute the above work to the entire satisfaction of the Executive Engineer, Electricity Construction & Works Division, Ghaziabad, (on behalf of U.P. Power Corporation Ltd.) this Agreement can be terminated after giving one month's notice writing to the contractor with this intension that the amount of security deposited by the contractor will be forfeited by the U.P. Power Corporation Ltd.
24. Application of the special conditions shall be read and construed along with the U.P. Power Corporation Ltd. (Formerly UPSEB). General conditions of contract from A&B in case of any conflict or inconsistency between these conditions & those contained in form A&B, provisions contained herein shall prevail.
25. All type of permission/approval/NOC from any Development Authority/Govt. Body/Forest Deptt./and other concerned Deptt. Shall be obtained by the contractor at his own cost.
26. All work after completion i.e 33/11KV Substation, 33KV line, 11KV line will be handed over to concern Distribution Division by the Contractor.


(Varun Verma)
Executive Engineer

From

.....
.....
.....

To,

**Executive Engineer
Electricity Const. & Works Division
Ghaziabad.**


With reference to your invitation to tender for the above I/We hereby offer to the PVVNL, the items in the schedule annexed of such portion thereof as you may determine in strict accordance with the annexed conditions of contract form 'B' specification and schedules of rates to the satisfaction of the purchaser or in default thereof the forfeit to pay to the PVVNL, the sum of money mentioned in the said conditions.

The rates quoted are inclusive rates and in full satisfaction of all claims. I/We agree to abide the tender for the period of three months from the date fixed for opening of the same.

A Sum of Rs..... only as earnest money have been deposited to the Executive Engineer, Electricity Const. & Works Division, Ghaziabad vide RTGS. No.....dated.....to Executive Engineer, Electy. Urban Construction Division (Distribution), PVVNL Ghaziabad bank Account No. 10149900065 (IFSC Code SBIN0003279) in State Bank of India, Ghaziabad, the full value of which shall retain by the PVVNL against the security deposited in the clause (3) of the said condition of contract.

I/We hereby undertake and agree to execute a contract in the form annexed herewith in accordance with the conditions of the contract.

Yours faithfully.


Executive Engineer

**Signature of the Tenderer
with the seal.**

TENDER-PROFORMA

(To be filled in by the tenderer)

IMPORTANT INSTRUCTION TO TENDERERS

Your tender shall not be considered if you fail to submit this proforma duly filled-up. Replies should be complete without ambiguity and should be clearly written against each item, terms such as 'REFER COVERING LETTER' shall not be acceptable. You may; however, attached extra sheet if the space left is not sufficient.

1. Specification No. against which you are tenderer. :
2. RTGS No. & date by which cost of tender specification deposited by you. :
3. RTGS No. & date by which Amount of earnest money deposited with the Executive Engineer, Electricity Const. & Works Division, Ghaziabad. :
4. Are you registered with U.P. Power Corporation Ltd., if so state the letter reference of Board vide which you are registered :
5. Do you agree to all the conditions of the tender specification and if not state modification clearly which you would desire in the general condition of contract form 'A' (it may please be noted that if shall be entirely at the discretion of the Executive Engineer, Electricity Works Division, Ghaziabad to accept and reject the modification proposed :
6. Please state clearly (Answer Yes/No) if you would agree to execute the work in case the modifications as suggested under sl. no. 5 are not acceptable to the Board without imposing any further conditions from your side :
7. Give the reference who can certified your financial status and capability to status and capability to undertake such work. One of the reference should be form a Scheduled Bank of India. :
8. 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) :
9. Have you submitted list of works executed by you for the similar type of work material :
10. What is the validity period of your tender? State clearly in days/months. It should not be less than 180 days. :
11. Do you confirm that the prices are firm in all respect (Answer Yes/No) :

Signature of the Tenderer with Seal



To be furnished by Firm / Contractor on office Letter Pad.

1. Tender No :
2. Name of Work.....
.....
3. Name of Firm.....
.....
4. Address 1. Office-
.....
.....
.....
.....
2. Correspondence-
.....
.....
.....
5. Phone No. 1. Landline No.-1
.....
2. Landline No.-2
.....
3. Mobile No.
.....
6. E-mail ID- 1.
7. Adhar Card No.
8. Proprietor Contact Person.....
.....

**Signature of Contractor
With Seal**



TERMS & CONDITIONS


The under mentioned terms and conditions shall also be applicable for successful execution of contract work.

1. All material/equipments i.e. Power Transformer, Distribution Transformer, 33KV & 11KV VCB, Control Panel, 33KV & 11KV CT/PT, ACSR Dog/Rabbit/Weasel conductor, L.T A.B.Cable of various sizes, 33KV & 11KV XLPE cable, L.T XLPE cable, STP and PCC Pole, 33 KV & 11 KV Pin Insulators, 33KV and 11KV Disc Insulators (B & S and T & C Type), Disc fitting, will be provided by the department free of cost.
2. All material/equipments i.e. 33 KV fuse set, Control cables, Heat shrinkable jointing kits etc. Rail pieces, R.S. Joist, Galvanised Angle, Galvanised Channels, M.S. Round 32 mm dia. Earthing rods. Line material such as supports, G.I. Wire, G.I. Steel, 33KV/11KV Galvanised X-arm, Earthing Rod, Eye bolt, Turn buckle, HDPE Pipe etc. shall be arranged by the contractor at his own cost as per site requirement and terms and conditions of tender documents.
3. All type of Galvanised clamp, Nut, bolt & washer, G.I. Pipe, Stone pad, Number plate, Danger board, Barbed wire, Al. binding wire etc, shall be arranged by the contractor at his own cost as per site requirement.
4. All type of T & P and other material i.e. 150mm, 100 mm, 75 mm & 32 mm dia. GI Pipe, Cement, bricks, sand, Stone Ballast, Aluminium lugs, copper bus bar of size (50×6)mm, copper strips, G.I. Flat of size (50×6)mm, Insulation tape (P.V.C. empire and H.T. etc), Synthetic enamel paint, Bakelite sheet, wooden board, all types of clamps (P.G. Clamp, lugs connectors etc) required for construction of line, 440 V & 250 V ICTP and ICDP's switches, PVC copper and aluminium wires copper leads, all size of welding rods, sodium vapours lamps of 250 W including fittings and street light poles and material other than above mentioned, as required for completion of work shall have to be arranged by the contractor at his own cost. The thickness of various types of clamps required for completion of the work should not be less than 6mm.
5. Hiring of D/G Set including carriage, loading, unloading & operating charges (with fuel) at 33/11 KV Substation under construction in case L.T. supply is not available near S/S within prescribed accessible limit.
i) 5 KVA, Single phase, D/G Set for fabrication of different structure at Substation.
6. Danger Board with clamps and anti-climbing devices with barbed wire & all other required materials will be arranged by the contractor at his own cost.
7. **MATERIAL INSPECTION :-**
 - 7.01 The contractor must purchase/obtain all the material required for the work strictly from the approved PVVNL vendor/supplier and material must be as per approved GTP in accordance with technical specification of PVVNL norms. Technical specification of any item if needed can be obtain by the office of Executive Engineer Electricity Construction & Works Division Ghaziabad
 - 7.02 In case as per PVVNL norms, the quantity & quality of material cost over the Rs. 2.00 Lac shall be inspected & checked by S.E. (DQC), PVVNL, Meerut team, than the intimation will have to be given by the firm to **the concern Executive Engineer, Electricity Construction & Works Division** at least 10 days before from the stipulated delivery period. The concern Executive Engineer (construction) will forward this Inspection offer to S.E. (DQC). Inspection of the material shall be done at the premises of firm by DQC nominated team. The test certificate of manufacturer shall be produced at the time of inspection. However, dimensions check physical check shall be carried out at the premises of supplier. Concerning AE/JE (Construction) shall ensure quality and quantity of material at site as per DQC's report.



- 7.03 Pre-dispatch inspection and testing of equipments & hardware items shall be carried out as per PVVNL norms at premises of the manufacturer/vendor supplying the material. The testing shall be done as per relevant IS in accordance with Technical Specification, GTP, drawings approved by Deptt. and its latest amendment thereof. Officers for inspection shall be nominated by S.E. (DQC)
- 7.04 After successfully inspection of material, the supplier/vendor will submit the inspection report to concerned Superintending Engineer/Executive Engineer, Electricity Construction & Works Circle/Division. Superintending Engineer Electricity Construction and Works Circle- Ist, Meerut will issue D.I. to Firm.
- 7.05 The contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions; otherwise the dispatch instruction shall stand cancelled. In the event of delay in receipt of materials beyond 21 days due to reasons not attributed to partial-turnkey contractor/supplier, suitable time extension may be permitted by the Employer. All expenditure incurred by Employer in performance of dispatch instruction shall be recovered from partial turnkey contractor.
- 7.06 In case as per PVVNL norms, the quantity & quality of material cost up to Rs. 2.00 Lac shall be inspected & checked by concerning Division level after sending request for waiver of inspection for that material to SE/EE Electricity Construction Circle/Division and getting approval for waiver of inspection and SE, ECWC-I, Meerut will issue the D.I. for the material on request of the contractor. The intimation to concerned Division will have to be given by the firm at least 10 days before from the stipulated delivery period. The inspection of the material shall be done at the site store of the firm by the concerned AE/JE (Construction) and shall ensure quality and quantity of material as per technical specification & relevant ISS. The test certificate of manufacturer shall be produced at the time of inspection..
- 7.07 Contractor shall ensure that inspection call is raised only when the material/equipment is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- (Rupees Fifty Thousand) shall be recovered from the bills of the agency. Second such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors.
8. Departmental material will be issued to the contractor through proper invoice and contractor shall be responsible for safe storage of all the material issued to him. No extra payments shall be made to him for storage and safety of materials.
9. Electricity at one point at site if available shall be made available to the contractor by the department free of cost.
10. The quality of work shall be ascertained out by the contractor as per time-to-time revised-norms & drawings of RESSPO Lucknow.
11. The work includes safe loading of various material to be used for the new S/S and lines at Central Stores as well as safely unloading at the 33/11 KV S/S under construction/Site Store, as the case may be.
12. Regarding element of GST it must be clearly mentioned in the offer wheather GST will be charged extra or not, otherwise GST shall be charged extra as per existing rules for the purpose of comparison of rates. Value of the contract must be mentioned in figure & words both.
13. The required fee for inspection of 33 KV line & 11KV line by concerned Assistant Director, Electrical Safety Department shall be deposited by the Contractor.
14. All type of Civil material, such as sand, 20mm stone grit, bricks, cement & sand etc., all type of Dropper/Bracing Clamps, Stay Clamp, P.G. Clamp for Dog Conductor, Stone Pad- 300x300x75mm, M.S. Angle 40x40x5mm etc. and T&P as well as labour shall be arranged by the contractor at his own cost.

15. All type of 33KV line clamp, such as X-Arm Holding Clamps, E-Bracket, F- Bracket with GI Flat of size 75x10mm, Pin Clamps, Stay Clamps, Top Channel Holding Clamps with GI Flat of size 65x8mm, Bracing Clamps, Guarding Channel Clamps with M.S. Flat of Size 50x6mm P.G. Clamps for Dog Conductor, 200mm dia PN6 pipe for cable laying and 11KV Line Clamps, such as E- Bracket, F- Bracket, Top Channel Clamps, X- Arm Holding Clamps with GI Flat of size 50x6mm, Stay Clamps, Guarding Clamps of size 50x6mm, Bracing Clamps, Dropper Clamps, P.G. Clamps, Turn buckle, Eye bolt, 160mm dia PN6 pipe for cable laying will be provided by the Contractor at his own cost, as per drawing attached.
16. All type of paints of Asian/Narolac make ISI mark shall be provided by the contractor as per standard consumption norms of the Department. The quantity & quality will be checked by concerned Sub-Divisional-Officer before start of the work. The material shall be purchased from the authorized dealer only through proper receipts of the same.
17. The final survey for fixing the line supports and alignment etc. shall be carried out by the contractor which will be got approved by the Engineer in charge before starting the execution of the work.
18. The work shall be carried out as per norms of RESSPO and concerned A.E. can ask contractor to stop the work if he is not satisfied with quality of work.
19. After completion of work in every respect the same will finally be inspected by the officers of concerned Distribution Wing. Any defects pointed out by A.E. (Works) & S.D.O. (Distribution) during the handing over, the same shall be rectified by the contractor within 7 days.
20. The final bill of the above work will only be submitted by the contractor after removal of the defects pointed out by the concerned distribution wing and after submitting the executed line chart with pole to pole distance and consumption statement of Department Material issued to him to concerned A.E.
21. The quantities may vary to any extent subjected to not exceeding total value of the contract apart from statutory conditions as per Form 'A'.
22. Contractor shall be required to submit his Financial Status, Net-worth & Manpower in Part-I of the tender documents and the same shall be considered during finalization of the tender.
23. All type of permission/approval/NOC from any Development Authority/Govt. Body/Forest Deptt./and other concerned Deptt. Shall be obtained by the contractor at his own cost.
24. All work after completion i.e substation, Increasing capacity, 33KV line, 11KV line will be handed over to concern Distribution Division by the Contractor.


(Varun Verma)
Executive Engineer

Part-1
DECLARATION

(To be executed on a Rs. 10.00 non-judicial stamp paper)

Tender Invited by:- Executive Engineer, ECWD, PVVNL, Ghaziabad.

Tender for:-

From:-

Name of Tenderer:-

Specification no.:- **SHORT TERM E-T.No. 55/ECWD/Gzb /2023-24**

Date of opening of bid part-1:-

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

Signed this day of.....2023

Place:

Signed by
state title whether proprietor/partner (with complete
address & seal)

