

***Superintending Engineer***

**Electricity Distribution Circle-II**

***Clock Tower, Saharanpur-247001 (U.P)***

**E-TENDER NO.-76/2022-23/EDC-II, SRE**

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**Office of The**

**Superintending Engineer**

**Electricity Distribution Circle-II**

***Clock Tower, Saharanpur-247001 (U.P)***

**Phone No. : 9193330320**

**Email ID:- seedc2sre@gmail.com**

**Date of Opening: 06-08.2022**

**Prices: Rs. 1000 (Tender cost)+ GST 18% Of tender cost i.e. Rs. 180.00**

**Total : Rs. 1180.00 Only (including GST)**

**Earnest Money: Rs. 2000.00**

**NIT**

E-Tender Notice

E-Tenders are invited in two parts (part-I Techno Commercial Bid and Part II Price Bid) for the work of (Project Description in brief) in PVVNL. 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.

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| --- | --- | --- |
| SN | Particulars | Details |
| 1 | E-Tendring Notice/letter no. | 1063/Dt. 21-07-2022 |
| 2 | E-Bid Portal (website) | https://etender.up.nic.in |
| 3 | Name of Work | fo|qr forj.k [k.M&f}rh;] lgkjuiqj ds vUrxZr fo|qr forj.k mi[k.M dSyk’kiqj ds dk;Z{ks= es fctusl Iyku ;kstuk ds vUrxZr foRrh; fydst izkIr gksus ds mijkUr 33@11 ds0oh0 fo|qr midsUnz dSyk’kiqj&f}rh; ls iksf”kr 11 ds0oh0 b.MLVªh;y&f}rh; QhMj xkxygsMh dh ykbZu ds iqjkus foty ttZj rkj ds LFkku ij jSfcV rkj cnyus ,oa yEcs Lisu es iksy yxkus dk dk;Z |
| Supply of material with quantity | None |
| 4 | E-Tender Cost | Rs.1000 + GST(@18%) Total Rs.1180 (Non-Refundable) |
| 5 | Earnest money deposit | Rs. 2000 (Rs. Two Thousand only) |
| 6 | Document dowanloading/sale date starts | 22-08-2022 |
| 7 | Document dowanloading/sale date ends | 30-08-2022 |
| 8 | e- Bid submission start date | 22-08-2022 |
| 9 | e- Bid submission end date | 30-08-2022 |
| 10 | Opening date of e-bid part-I | 30-08-2022 |
| 11 | 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/DD/Bankers Cheque) & Earnest Money Deposit (EMD In The Form Of NEFT/RTGS/DD/Bankers Cheque)) shall be in favour of **SE,EDC-II,SRE** **SE,EDC-II,SRE** **A/C No. 3668938333, IFSC Code CBIN0281443, in bank CENTRAL BANK OF INDIA, COURT ROAD AREA, SAHARANPUR** .Further details are available at **website:https://etender.up.nic.in**

Discom reserves the right to reject any or all proposal or canccl the bid without assigning any reason thereof.

From

…………………………………….

…………………………………….

…………………………………….

…………………………………….

To,

Superintending Engineer,

Electricity Distribution Circle-II,

Paschimanchal Vidhut Vitran Nigam Ltd.,

Saharanpur.

Dear Sir,

I/We hereby submit RTGS/NEFT Pay Slip UTR No..………………………………, Date……………….………for Rs…………………..(Rupee………………………………………………

……………………………………………..)only of …………………………………………………………Bank, in the name of **Superintending Engineer, Electricity Distribution circle-II, Saharanpur** as Earnest Money against: E-Tender Specification No…………………………..

Yours Faithfully

Signature of E-Tenderer

With full address and seal

**ANNEXURE-2**

**DECLARATION FORM**

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

**AGREEMENT**

E- Tender Invited by : Superintending Engineer

Electricity Distribution Circle-II

Saharanpur.

E- Tender Specification No. :

Name of Tenderer- :

Date of Openng of bid Part-I :

In consideration of the PASCHIMANCHAL VIDYUT VITRAN LIMITED, having treated the Tenderer to be an eligible person whose Tender may be considered. The Tenderer hereby agree to the conditions that the proposal in response to the above invitation shall not be withdrawan within ………… day from the date of opening of E-Tender(or any extension thereof), also to the conditions that if thereafter the Tenderer does withdraw his proposal within the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer,EDC-II,PVVNL,Saharanpur, 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 ------------------------------2022

Witness:

Signed by Tendere

State title whether Proprietor/Partner

(With Complete address & Seal)

**ELECTRICITY DISTRIBUTION CIRCLE-II, SAHARANPUR**

**S.T.E-TENDER NO:- 76/2022-23**

**(PRE QUALIFYING CONDITIONS)**

|  |  |  |
| --- | --- | --- |
| **SN** | **Conditions** | **Enclose Yes/No** |
| **1** | **Copy of RTGS/NEFT Bank Receipt on a/c of Tender Cost in single transaction from the Firm,s Current Account which shall be deposited in the current bank A/c. of Superintending Engineer, Electricity Distribution Circle-II, Saharanpur throught RTGS/NEFT in Bank A/C No. 3668938333, IFSC Code CBIN0281443, In bank central Bank of India Court Road Area, Saharanpur.** |  |
| **2** | **The bidder should have a G.S.T. Registration. (Upload Copy)** |  |
| **3** | **The bidder should have a valid PAN card copy. (Upload Copy)** |  |
| **4** | **The bidder should have a valid Adhar Card copy. (Upload Copy)** |  |
| **5** | **Under taking on Rs. 10.00 non judicial stamp paper for The bidder should not be Blacklisted/debarred from business in any Gov./Semi Government/PSU/Local bodies etc. (Upload Copy)** |  |
| **6** | **The bidder should have a Class ‘A’ Electrical License, Issued by Electricity Safety Directorate of UP (minimum validity upto date of opening of Bid (Part-I) or in case of renewal of license for next Financial year, acknowledgement copy of Elect. Safety Department should be submitted. (Upload Copy)** |  |
| **7** | **Declaration on Rs. 10.00 non judicial stamp paper about proposal in response to the above invitation shall not be withdrawn within …….. days from the date of opening. (Upload Copy)** |  |
| **8** | **The Bidder should have a minimum average annual turnover (MAAT) of Rs. 3.00 Lac (150% of Estimated Cost) for the best Last financial years. The audited balance sheet / Profit & Loss A/c CA’s certificate shall be enclosed in support of above failing which the bid shall not be considered. (Upload Copy)** |  |
| **9** | **The bidder should have a valid minimum solvency/Status certificate issued from the District magistrate along with the techno commercial part of the bid document issued. (Upload Copy)** |  |
| **10** | **The Bidder shall have to valid character certificate issued from the District magistrate along with the techno commercial part of the bid document issued. (Upload Copy)** |  |
| **11** | **The Bidder should have successfully completed the similar type of work or higher rating Electrical work in the last three financial years as prime contractor in Govt./Semi Govt. Organization from the date of opening of bid part-1 (Agreement/Order are to be enclosed and Performance/Experience certificate copies are to be enclosed/ Upload)**   1. **The bidder should have successfully completed the similar type of work or higher rating Electrical work in single order having minimum order value Rs. 1.60 lac each.** 2. **The bidder should have successfully completed the similar type of work or higher rating Electrical work in minimum two order having order value Rs. 1.00 lac of each.** 3. **The bidder should have successfully completed the similar type of work or higher rating Electrical work in minimum Three order having order value Rs. 0.80 lac of each.** |  |

**Signature of the Tenderer/Contractor With seal**

Terms & Conditions

**S.T.E-TENDER NO:- 76/2022-23**

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These specific conditions shall be read and construed along with annexed conditions to the contract From (A) modified by the provisions hereof, but if there is any conflict or consistency between the provisions thereof and those contained in the General Conditions of the form (A) The provisions contained in these special conditions shall prevail:

1. RATES:- The rates mentioned in the schedule of quantities and prices are shall be firm.
2. PAYMENT:- 100% Running payment shall be allowed against the work done and verifled by the Engineer-in-charge of the work done and verified by the Engineer-in-charge of the work, through cheque on avilability of funds.
3. CANCELLATION OF TENDER:- Superintending Engineer,EDC-II,SRE have right reserved to any change/cancellation of tender in Corporation Interest without assigning any reason what-so-ever.
4. CANCELLATION OF AGREEMENT:- The Agreement shall be cancelled in case the contractor does not complete the work as per provisions, security deposited by firm shall be forfeited.
5. EARNEST MONEY:- Each Tender must be accompanied by the Earnest Money in the form of cash deposit through RTGS/NEFT, Which will be refunded in the event of tender being rejected. No tender shall be entertained without Earnest Money. **Cheque/FDR/CDR** will not be accepted against the Earnest Money in any case.
6. TAXES:- GST shall be paid extra if legally applicable.
7. AWARD OF CONTRACT:- The Engineer of the Contract is not bound to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender without assigning any reason what-so-ever.
8. Security amount is deposited by the contractor will be refunded after 1 months of completion of work or it may be kept for a longer time/period if considered necessary by the Engineer-in- charge.
9. In the event of any accident/casualty during the course of execution of work , shall be the responsibility of contractor. Any payment, compensation thereof shall be borne by the contractor.
10. VARIATION WORK:- The increase and decrease can vary upto 10% of the total work value of the contract as per site requirements. However tendered unit rates shall remain firm upto a variation.
11. All General Conditions of Contract laid down in Form ‘A’ & Form ‘B’ of UPSEB/UPPCL/PVVNL shall also be applicable.
12. A penalty @ 1% per **day** for delay in execution of the work shall be payable by the contractor on the total value of the work not done/late done as per work slip. The maximum penalty livable will not, however, exceed 10% of the value of the order not executed.
13. No T&P will be provided by the department. The contractor shall arrange all the T&Ps. equipments. Welding set, generator set etc. required for carrying out the above work at his own cost.
14. The contractor shall be fully responsible for any loss/thefts/damaged/ accidents the material of the departments and accordingly, he shall have to keep adequate watch and ward to avoid any loss/thefts/damages/accidents etc. to the material of the PVVNL.
15. 100% payment shall be made after completion of pro-data work. The bills in triplicate duly pre-receipted with the original work-slip of the work shall be submitted by the contractor to the **EE, EDD II, Saharanpur.** for payment.
16. For any dispute arising out of the contract, CE, PVVNL, Sre Zone Sre shall decide the dispute and his decision shall be binding on both the parities.

The stamp and signature of bidder on Superintending Engineer

acceptance above T&C Electricity Distribution Circle-II

Full Address & Seal Saharanpur.

**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

the Government or by any other person engaged in the business of supplying electricity to the public under this Actor 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 work sofa 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 EDCs/ Zones. Division Office operates under Circle office and have a number of EDCs/Zones.

**1.15** “EMD” shall mean Earnest Money Deposit.

**1.16** “Engineer In charge” shall be the officer under whose office the work stipulated in contract is

executed.

**1.17** “Instruction” shall mean any drawings and/or instruction in writing, details, directions and

explanations issued by the DISCOM from time to time during the Contract Period.

**1.18** “Month” shall mean calendar month.

**1.19** “Notice in Writing” or “Written Notice” shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to he ast known private or business address or registered office of the addresses 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 PVVNL)

**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 (Govt. of 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 of 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 Sections “Eligibility criteria for bidders”.

**3.2** The bidding process shall be under taken through Single-Stage Two-Envelope method through 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-own identity-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 EDC-II,

Saharanpur DISCOM, as the DISCOM shall reasonability 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 contain adhere in.

**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 owner 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

alongwith the queries regarding the bid documents, if any. The reply of queries will be uploaded one-

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 biding 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 labeled as "Supporting Material".

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

**12.1** The bidder must furnish Annex. G, H & I. Performa 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 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 soled is creation 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**

**22.2** 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 not deposited 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 Contractor 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 bidpart-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/Performa (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 on line only in the Performa 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-1.

**24. Submission of bid**

**24.1** Both the Part-1 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, incase the bidder

is found later to have misjudged any condition(s).

• It is necessary to purchase the Bid documents online from e-portal of Go UP.

**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 here in 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 judgment soft he 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.

• 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 there after the second envelope, i.e. the Techno-

commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is

found to be as per the requirements).

• Opening of Envelope-II-Price bid: Price Part of only those Bidders shall be opened on- 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** It may be noted that the due date/time of opening of bid can be altered/extended if desired by the

DISCOM, without assigning any reason thereof. However, due intimation shall be available at

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 there by 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** Forth 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 180days 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 180days 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** After signing of the Contract Agreement, work order shall be issued by respective Circles.

**33. Bide valuation**

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 notedentified 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, conditionality’s or reservations and complies with all the statutory

laws in for cease mended 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 non-conformity. The DISCOM‟s determination

of a bid‟s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic

evidence.

**33.7** The DISCOM will ascertain to its satisfaction whether Bidders determined having submitted

substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid

documents. The DISCOM shall be the sole judge in this regard and the DISCOM‟s interpretation of

the Qualification Requirement shall be final and binding.

**33.8** The determination will take into account the Bidder’s financial, technical capabilities, in particular the

Bidder’s Contract 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 3years.

**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 period of Contract under the scope of work shall be up to as per quantity of BOQ from the date of

placement of LOI/LOA. 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/Bank Guarantee) in favour of the Owner. The guarantee amount shall be equal to **Three**

**percent (3%) 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.

**36. Terms of Payment**:-

**A. For Supply of Material**:-

**(1)** Subject to any deduction, which the purchaser may be authorized to make under the contract or

subject to any additions or deductions provided for under “Variation in Quantity Clause”, the

contractor shall, on the certificate of Engineer, be entitled to payment as follows:-

**(a)** Ninety Percent(90%) of the F.O.R. contract value of the plant alongwith100% of taxes as

applicable on finished material/ equipment shall be made through bank, intimated by the

purchaser in Rupees, on receipt by the purchaser of material/ equipment and the following

documents:-

**(b)** Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract

agreement by the Contractor.

**(c)** An unconditional & irrevocable Bank Guarantee for **Ten Percent** (10%) of the total Contract price

towards Contract Performance Guarantee (CPG) in accordance with Performa 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. Evidence of dispatch (R/R or receipted L/R)

**(d)** Contractor’s **GST** invoice, **claim** & packing list identifying contents of each shipment.

**(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 Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of

materials from the manufacturer’s works. MDCC/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,

**(b)**Ten Percent(10%) of the F.O.R contract value on the presentation of the Contractor’s GST invoice

when each commercially useable section of the plant/equipment or all the ordered quantities in the

contract has been delivered and received at store or at a designated point by the Engineer in Charge

and checked at site of the work or, within one month of such delivery, whichever is earlier.

**(1)** Provided that each of the payments under this clause shall be due on the last of the month in which

the invoice for the amount due together with the necessary documents is received by the purchaser.

**(2)** If at the time at which the last installment becomes payable there are minor defects in the plant

which are to of such Importance as to affect the full commercial use of the plant, then the

Purchaser shall be entitled to retain such part of the installments as represents the cost of making

good such minord effects, and any sums retained shall, subject to the provisions of maintenance

clause 30 of Form ‘B’, become due upon such minor defects being made good.

**B. For Work/Services Contract**:-

**1. Progressive payments(Supply):**

**1.1. First Installment (60%) :** Sixty percent (60%) payments against various items of price

schedule/BoQ including 100% Taxes etc. shall be paid on receipt and acceptance of Materials on

submission of documents indicated herein under:

**a.** Unconditional acceptance of the Letter of Award/Letter of Intent 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 Performa 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.** Evidence of dispatch (R/R or receipted L/R)

**d.** Contractor’s **GST** invoice, **claim** & packing list identifying content so each shipment.

**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 Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of

materials from the manufacturer’s works. MDCC/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.** Submission of certificate by Section Holder/Junior Engineer of the Contractor that materials

have been supplied as per technical specification, scope of work & approved drawings

enclosing certified copy of inspection reports and dispatch clearances.

**1.2. Second Installment (30%):** Thirty percent (30%) payments against various items of price schedule

one shall be paid on following conditions:

**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 performa 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.** Submission of the certificate on measurement book by the Project Manager that the item(s) have

been received,

**d.** Submission of certificate on measurement book by Section Holder/Junior Engineer that the

material has been erected successfully at site and the work is complete in all respect.

**e. Submission of compliance report of defects pointed out by Engineer of Contract.**

**1.3. Third and Final Installment (10%):**

**a.** The balance ten percent (10%) of payment against Supply contracts excluding Taxes etc shall be

reimbursable on successful supply, erection, testing and commissioning of the works in the award

contract and issuance of Taking over Certificate by the Employer.

**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 item(s) have been

received, 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 the contract.

**e. Contractor’s GST invoice**

**2. Progressive payments (Erection):**

**2.1. 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.

**2.2. 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. he 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**

**GENERAL CONDITIONS OF THE SPECIFICATION**

**1. DISCOM’s representative**

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

**1.2** 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 Contract or 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.

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

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

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

**2. Contractor’s Representative**

**2.1** 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 rpresentative, (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 authorized representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

**2.2** 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 persons 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 acompetent representative at the Contractor’s risk and expense.

**3. Bankruptcy/Insolvency of the Contractor**

**3.1** 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 contract 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**

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

**4.2** 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.

**4.3** It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behavior, 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**

**5.1** 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 theContractor to deal with any liability arising due to any injuries occurring to the Contract or 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.

**5.2** In case the Contractor fails to make such arrangement, the authorized officer/staff of the Discom shall be entitled to recover the costs there of from the Contractor. The failure to comply with theprovisions 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 theDiscom.

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

**6.1** 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 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**

**7.1** 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**

**8.1** 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**

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

**10. Force Measure**

**10.1** Force Measure means any even to 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 career complied with prudent utility practices.

**10.2** Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion,armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any even to circumstance of a nature analogous to any of the above.

**10.3** 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**

**11.1** The Contract or 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 inconsequence 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.

**11.2** The Discom shall not belivable 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 employmentof the Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charge and expenses whatsoever in respect thereof or in relation thereto.

**11.3** In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman’s Compensation Act-VIII of 1923 including all amendments thereof,

Authorized officer of 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.

**11.4** 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 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 deemed fit.

**11.5** 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 theDiscom, 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.

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

**11.7** Claims arising due to “any activity” shall be liable for adjustment from contract performance guarantee furnished by Contractor.

**12. Arbitration**

**12.1** 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 suc 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.

**12.2** 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.

**12.3** 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**

**13.1** Any dispute or difference, arising under, out of, or in connection with Tender/ Contract order shall be subject to exclusive jurisdiction at Saharanpur only.

**14. Blacklisting**

**14.1** Incase(s) of severed fault(s) by the Contractor (including but not limited to relevant clause of this section), the process of black listing or debarring of Contractor and recoveries(if any) thereof may be undertaken by the Discom if deemed necessary.

**15. Taxes**

**15.1** The Contractor shall be responsible for payment of all taxes duties statuary/local levies arising 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.

**15.2** 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.

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

**15.4** 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.

**15.5** 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.

**15.6** If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished,

or any change in interpretation or application of any Tax occurs in the course of the performance of

Contract, which directly impacts tax liability of 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.

**15.7** 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**

**16.1 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 Contractor 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 them and atory 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 ame

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 order sof the………….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.

**16.2 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 30thday of issuance of “Order of Termination”, or such extended

period (over and above 30 days) as may be decided by the Discom.

**16.3 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 30days) as

may be decided by the Discom.

**16.4** 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 Contract or shall continue to provide such services, as may be required by the Discom for smoothtake-overofoperations. 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 orafter the effective date of “Termination of the Contract” and amount so realized 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 Clause20.3, the Discom shall haverights to recover any amount payable by Contract or 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 belivable for payment of any compensation, whetherrin contractor or otherwise, to wards 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 forTermination ”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 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

**e)** 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.

**f)** . 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)**

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

**17.2** 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 toinfluence the action of an official/ employee involved in the procurement process or in execution of the Contract.

• Fraudulent practice” means misinterpretation of fact so 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 too rafter bid submission) designed to establish bid prices at artificial non-competitive level sand to deprive the Discom of the benefits of free and open competition.

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

• The 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.